



# भारत का राजपत्र The Gazette of India

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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

नोटिस

NOTICE

नीचे लिखे भारत के असाधारण राजपत्र 3 दिसम्बर, 1970 तक प्रकाशित किये गये।

The undermentioned Gazettes of India Extraordinary were published up to the 3rd December, 1970.

Issue No.	No. and Date	Issued by	Subject
396	S.O. 3641/15/IDRA/ 70 dated 2nd November, 1970.	Ministry of Industrial Development & Internal Trade	Appointment of a body of persons for making full and complete investigation into the circumstances of the case of Mohni Mills Ltd., No. 2, Belgharia.
	का० आ० 3641/15 / आई०डी० आर० ए०/ 70, दिनांक 2 नवम्बर, 1970।	औद्योगिक व्यापार तथा आन्तरिक व्यापार मंत्रालय	मोहनी मिल्स लि०, नं० 2, बलघोरिया, मामले की परिस्थितियों की समग्र तथा पूर्ण जाच करने के प्रयोजनार्थ व्यक्तियों के एक निकाय की नियुक्ति।
397	S.O. 3642/15/IDRA/ 70 dated 2nd November, 1970.	Ditto.	Appointment of a body of persons for making full and complete investigation into the circumstances of the case of Lakshmiratan Cotton Mills Co. Ltd., Kanpur.

Issue No.	No. and Date	Issued by	Subject
	का० आ० 3642/15/ आई०डी०आर० ए०/70, दिनांक 2 नवम्बर, 1970 ।	औद्योगिक व्यापार तथा आन्तरिक व्यापार मंत्रालय	लक्ष्मीरतन काटन मिल्स कं० लि०, कानपुर मामले की परिस्थितियों की समग्र तथा पूर्ण जांच करने के प्रयोजनार्थ व्यक्तियों के एक निकाय की नियुक्ति ।
398	S. O. 3643, dated 2nd November, 1970.	Ministry of Labour, Emp. & Rehabilitation	Constituting an Industrial Tri- bunal with Shri Gopal Narain Sharma to adjudicate the dispute between the management of Khetr Copper Project and their wor- kers.
	का० आ० 3643, दिनांक श्रम, रोजगार और पुनर्वास 2 नवम्बर, 1970 । मंत्रालय		मालिक खेत्री कोपर प्रोजेक्ट और उसके कर्मकारों के बीच विवाद को न्यायनिर्णयन के लिए श्री गोपाल नारायण शर्मा को लेकर एक औद्योगिक अधिकरण का गठन ।
	S. O. 3644, dated 2nd November, 1970.	Ditto.	Prohibition to the continuance of strike in existence in the Khetr mines.
	का० आ० 3644 दिनांक 2 नवम्बर 1970 ।	तथैव	खेत्री खान में विद्यमान हड़ताल के जारी रहने पर प्रति- बन्ध ।
399	S. O. 3645, dated 2nd November, 1970.	Ditto.	The Calcutta Dock clerical and Supervisory Workers (Regulation of Employment) Scheme, 1970.
400	S. O. 3646, dated 3rd November, 1970.	Election Commission of India	Bye-election to the Council of States by the elected members of Kerala Legis- lative Assembly.
	एस० ओ० 3646, दिनांक 3 नवम्बर, 1970 ।	भारत निर्वाचन आयोग	केरल विधान सभा के निर्वाचित सदस्यों द्वारा राज्य सभा के लिए उप-निर्वाचन ।
401	S. O. 3647, dated 3rd November, 1970.	Ministry of Petroleum & Chemical and Mines and Metals.	Further amendment to the Order of the Government of India in the Ministry of Petroleum and Chemicals and Mines and Metals (Department of Petroleum and Chemicals) S. O. 1873, dated, the 18th May, 1970.

Issue No.	No. and date	Issued by	Subject
402	S. O. 3648, dated 6th November, 1970.	Department of Company Affairs	Com- Specifying the 1st December, 1970 as the day on and from which every agreement shall become registrable.
	का० आ० 3648 दिनांक 6 नवम्बर, 1970 ।	कम्पनी कार्य विभाग	1-12-70 को उस दिन के रूप में विनिर्दिष्ट करती है जिसको और जिससे प्रत्येक करार रजिस्ट्रीकरण हो जायगा ।
403	S. O. 3649, dated 6th November, 1970.	Ministry of Labour, Employment & Rehabilitation,	Referring an industrial dispute between the employers in relation to Air India and their workmen to the National Tribunal Constituted by S. O. 3639 dated the 2nd November, 1970 for adjudication.
	का० आ० 3649, दिनांक 6 नवम्बर, 1970 ।	श्रम, रोजगार और पुनर्वास मंत्रालय	एयर इंडिया से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच विवाद को का० आ० 3639, तारीख 2 नवम्बर, 1970 द्वारा गठित राष्ट्रीय अधिकरण को न्यायनिर्णयन के लिए निर्देशित ।
404	S. O. 3710, dated 9th November, 1970.	Ministry of Foreign Trade.	Cancellation of the Order made under Section 18A of the Industries (Development and Regulation) Act, 1951 for the Pratap Spinning, Weaving and Manufacturing Co. Ltd., Amalner (Maharashtra).
	का०आ० 3710, दिनांक 9 नवम्बर, 1970 ।	विदेश व्यापार मंत्रालय	धारा 18क के अधीन जारी किए गए आदेश जो कि प्रताप स्पिनिंग, वीविंग एण्ड मैन्युफैक्चरिंग कम्पनी लिमिटेड, अमलनेर (महाराष्ट्र) के ऊपर विनिर्दिष्ट उसका रद्द ।
405	S. O. 3711, dated 10th November, 1970.	Ministry of Home Affairs	The Punjab State Faculty of Ayurvedic and Unani Systems of Medicine (Reconstitution and Reorganisation) Order, 1970.

Issue No.	No. and Date	Issued by	Subject
	का० आ० 3711, दिनांक 10 नवम्बर, 1970।	गृह मंत्रालय	पंजाब राज्य आयुर्वेदिक और यूनानी औषध प्रणाली संकाय, (पुनर्गठन पुनर्संगठन) आदेश, 1970।
406	S. O. 3712, dated 10th November, 1970.	Ministry of Law	Bye-election to the Council of States by the elected members of the Legislative Assembly of Kerala.
	का० आ० 3712, दिनांक 10 नवम्बर, 1970।	विधि मंत्रालय	केरल विधान सभा के निर्वाचित सदस्यों द्वारा राज्य सभा के लिए उप-निर्वाचन।
407	S. O. 3730, dated 10th November, 1970.	Ministry of Industrial Development and Internal Trade.	Granting recognition to the Indian Exchange Ltd., Amritsar for a further period of one year from the 11th November, 1970 up to the 10th November, 1971 in respect of forward contracts in cotton seed.
	का० आ० 3713, दिनांक 10 नवम्बर, 1970।	औद्योगिक विकास और आंतरिक व्यापार मंत्रालय	इण्डियन एक्सचेंज लिमिटेड, अमृतसर को 11 नवम्बर, 1970 से 10 नवम्बर, 1971 तक की एक वर्ष की और कालावधि के लिए बिनाले में अग्रिम संविदा की बाबत मान्यता प्रदान।
	S. O. 3714/IDRA/15/70, dated 10th November, 1970.	Ditto	Constituting and appointing a body of persons for the purpose of making a full and complete investigation into the circumstances of the case of M/s. H. R. Sugar Factory, Bateilly.
	का० आ० 3714/आई० डी०आर०ए०/15/70, दिनांक 10 नवम्बर, 1970।	तथैव	मैसर्स एच० आर० शूगर फैक्टरी, बरेली मामले की परिस्थितियों का पूर्णरूपेण अन्वेषण करने के लिए व्यक्तियों से गठित एक निकाय की नियुक्ति।
	S. O. 3715/IDRA/15/70, dated 10th November, 1970.	Ditto	Constituting and appointing a body of persons for the purpose of making a full and complete investigation into the circumstances of the case of Azam Jahi Mills Ltd., Warrangal.

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का० आ० 3715/आई० डी०आर०ए०/15/70, दिनांक, 10 नवम्बर, 1970	औद्योगिक विकास और आंतरिक मन्त्रालय	मन्त्रालय	मन्त्रालय जाही मिल्स लि०, बारंगल मामले की परिस्थि- तियों की समग्र तथा पूर्ण जांच करने के लिए व्यक्तियों से गठित एक निकाय की नियुक्ति ।
S. O. 3716/15/IDRA/70, dated 10th November 1970.	Ministry of Industrial Development and Internal Trade.		Constituting and appointing a body of persons for the purpose of making a full and complete investigation into the circumstances of the case of Bengal Fine Spinning and Weaving Mills Ltd. Konnagar (District Hooghly) and Katagunj, (District Nadia).
का० आ० 3716, दिनांक 10 नवम्बर, 1970.	तथैव		बंगाल फाइन स्पिनिंग एण्ड वीविंग मिल्स लि०, कोन नगर (जिला हुगली) तथा काट गंज (जिला नाडिया) के मामले की परि- स्थितियों की समग्र तथा पूर्ण जांच करने के प्रयोजनार्थ व्यक्तियों के एक निकाय की नियुक्ति ।
S. O. 3717/15/IDRA/70, dated 10th November, 1970.	Ditto		Constituting and appointing a body of persons for the purpose of making a full and complete investigation into the circumstances of the case of Bengal Textile Mills Ltd., Cosimbazar, and Manindra Mills Ltd., Co- simbazar, West Bengal.
का० आ० 3717, दिनांक 10 नवम्बर, 1970.	तथैव		बंगाल टेक्सटाइल मिल्स लि०, कासिम बाजार तथा मनिन्द्रा मिल्स लि०, कासिम बाजार, पश्चिम बंगाल के मामले की परिस्थितियों की समग्र तथा पूर्ण जांच करने के प्रयोजनार्थ व्यक्तियों के एक निकाय की नियुक्ति ।

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408	S. O. 3718, dated 10th November, 1970.	Ministry of Trade.	Foreign
	का० आ० 3718, दिनांक 10 नवम्बर, 1970	विदेश व्यापार मंत्रालय	महाराष्ट्र राज्य वस्त्र निगम लि० को 10 नवम्बर, 1970 से संपूर्ण प्रताप स्पिनिंग, वीविंग एण्ड मैन्युफैक्चरिंग कम्पनी लि०, अमालनेर, (महाराष्ट्र) का अधिकार लेने का प्राधिकार ।
409	S. O. 3719, dated 11th November, 1970.	Ministry of Finance	
	का० आ० 3719, दिनांक 11 नवम्बर, 1970.	वित्त मंत्रालय	Insertion and deletion of words in the notification of the Government of India in the Ministry of Finance (Department of Revenue and Insurance) S. O. No. 1190, dated 25-3-1970 at pages 464 and 466 published in Part II Sec. 3 (ii) of the Gazette.
			भारत के राजपत्र, ता० 25-3-70 के भाग II, खण्ड 3, उप-खण्ड (ii) के पृष्ठ 464 और 466 (अंग्रेजी में) पर प्रकाशित, भारत सरकार वित्त मंत्रालय (राजस्व और बीमा विभाग) की अधिसूचना सं० का० आ० 1190 में कुछ शब्दों का निकालना और अन्तः स्थापना ।
410	S. O. 3720, dated 11th November, 1970.	Ministry of Trade.	Foreign
	एस० ओ० 3720, दिनांक 11 नवम्बर, 1970.	विदेश व्यापार मंत्रालय	निर्यात (नियंत्रण) आदेश, 1968 में और आगे संशोधन ।
411	S. O. 3721/IECA/3-3-70, dated 11th November, 1970.	Ditto	
	एस० ओ० 3721/आई० ई०सी०ए०/3-3-70, दिनांक 11 नवम्बर, 1970.	तथैव	Further amendment to the Imports (Control) Order, 1955 में और आगे संशोधन ।

Issue No.	No. and Date	Issued by	Subject
412	S. O. 3759, dated 16th November, 1970.	Ministry of Labour, Employment and Rehabilitation.	Constituting a National Industrial Tribunal at Delhi with Mahesh Chandra to adjudicate the dispute between the management of the Oil and Natural Gas Commission, Dehra Dun and the workmen.
	का०श्रा० 3759, दिनांक 16 नवम्बर, 1970	श्रम, रोजगार और पुनर्वास मंत्रालय ।	दिल्ली में एक राष्ट्रीय औद्योगिक अधिकरण का गठन जिसके पीठासीन अधिकारी श्री महेश चन्द्र होंगे और आयल एण्ड नैचुरल गैस कमिशन, देहरादून के सम्बन्ध नियोजकों और उनके कर्मकारों के बीच विवाद को न्यायनिर्णयन करेंगे ।
413	S. O. 3760, dated 16th November, 1970.	Ditto	Adjudication of an industrial dispute between the employer in relation to the management of Rajasthan Atomic Power Project, Kota and their workmen by the Industrial Tribunal, Jaipur.
	का०श्रा० 3760, दिनांक 16 नवम्बर, 1970	तथैव	राजस्थान एटोमिक पावर प्रोजेक्ट, कोटा के नियोजकों और उनके कर्मकारों के बीच विवाद का न्यायनिर्णयन औद्योगिक अधिकरण, जबलपुर द्वारा ।
414	S. O. 3761, dated 17th November, 1970.	Ministry of Industrial Development & Internal Trade.	Exemption to all non-transferable specific delivery contracts for the purpose or sale of groundnut oil in the whole of India.
	का०श्रा० 3761, दिनांक 17 नवम्बर, 1970	औद्योगिक विकास और आन्तरिक व्यापार मंत्रालय	मूंगफली के तेल के क्रय या विक्रय के लिए किए गए सभी अन्तर्गामी विनिर्दिष्ट परिदान सम्पूर्ण भारत में छूट ।
	S. O. 3762/IDRA/15/70, dated 17th November, 1970.	Ditto	Constituting and appointing a body of persons for the purpose of making a full and complete investigation into the circumstances of the case of Messrs Raza Buland Sugar Factory, Rampur.

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का०आ० 3762/आई०डी० आर०ए०/15/70, दिनांक 17 नवम्बर, 1970	औद्योगिक विकास और आन्तरिक व्यापार मंत्रालय	मैसर्स रजा बुलन्द शूगर फैक्ट्री, रामपुर, मामले की परिस्थितियों का पूर्णरूपेण अन्वेषण करने के लिए व्यक्तियों से गठित एक निकाय की नियुक्ति।	
S.O. 3763/IDRA/15/70, dated 17th November, 1970.	Ministry of Industrial Development and Internal Trade	Constituting and appointing a body of persons for the purpose of making a full and complete investigation into the circumstances of the case of Messrs Vishnu Pratap Sugar Works (Pvt.) Ltd., P.O. Raja Bazar Khadda, District Deoria.	
का०आ० 3763/आई० डी०आर० ए०/15/70, दिनांक 17 नवम्बर, 1970	तथैव	मैसर्स विश्व प्रताप शूगर वर्क्स (प्राइवेट) लि०, पो० ओ० राजाबाजार खड्डा, जिला देवरिया मामले की परिस्थितियों का पूर्णरूपेण अन्वेषण करने के लिए व्यक्तियों से गठित एक निकाय की नियुक्ति।	
415 S. O. 3764, dated 17th November, 1970.	Ministry of Foreign Trade.	Authorising the Maharashtra State Textile Corporation Ltd., to take over the man- agement of the whole of the India United Mills Ltd., Bombay w.e.f. the 29th No- vember, 1970.	
का०आ० 3764, दिनांक 17 नवम्बर, 1970	विदेश व्यापार मंत्रालय	महाराष्ट्र राज्य वस्त्र निगम लि० का 29 नवम्बर, 1970 से इंडिया यूनाइटेड मिल्स लि०, बम्बई का संपूर्ण अधिकार लेने में प्राधिकृत।	
416 S. O. 3765, dated 17th November, 1970.	Ministry of Information & Broadcasting.	Approval of the film Indian News Review No. 1050 in all its language versions.	
का०आ० 3765, दिनांक 17 नवम्बर, 1970	सूचना और प्रसारण मंत्रालय	भारतीय समाचार समीक्षा संख्या 1050 फिल्म का सभी भारतीय भाषाओं के रूपान्तरों सहित स्वीकृति।	



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	S. O. 3766, dated 17th November, 1970.	Ministry of Information & Broadcasting.	Approval of the film Indian New Review No. 1050 (Northern Edition) in all its language versions.
	का०आ० 3766, दिनांक 17 नवम्बर, 1970	सूचना और प्रसारण मंत्रालय	भारतीय समाचार समीक्षा संख्या 1050 (उत्तरी संस्करण) फिल्म का सभी भारतीय भाषाओं के रूपान्तरों सहित स्वीकृति ।
417	S. O. 3767, dated 18th November, 1970.	Election Commission of India.	Corrections to errors in the description of the Constituencies in the Election Commission's Notification No. 282/1/MT/69, dated 14-1-70.
418	S. O. 3768, dated 19th November, 1970.	Ministry of Railways	Further amendment in the Railway Accidents (Compensation) Rules, 1950.
	का०आ० 3768, दिनांक 19 नवम्बर, 1970	रेल मंत्रालय	रेल दुर्घटना (प्रतिकर) नियम, 1950 में और आगे संशोधन
419	S. O. 3769, dated 19th November, 1970.	Central Board of Direct Taxes.	Further amendment in the Income-tax Rules, 1962.
	का० आ० 3769, दिनांक 19 नवम्बर, 1970	केन्द्रीय प्रत्यक्ष कर बोर्ड	आयकर नियम, 1962 में और आगे संशोधन ।
420	S. O. 3770, dated 19th November, 1970.	Ministry of Finance	The Taxation Laws (Extension to Union Territories) (Removal of Difficulties) Order No. 2 of 1970.
	का०आ० 3770, दिनांक 19 नवम्बर, 1970	वित्त मंत्रालय	कराधान विधियाँ (संघ राज्य क्षेत्रों तक विस्तारण) (कठिनाईयों का निराकरण) आदेश सं० 2, 1970.
421	S. O. 3771, dated 21st November, 1970.	Ministry of Petroleum & Chemicals, and Mines and Metals.	Further amendment to the order of the Government of India in the Ministry of Petroleum and Chemical and Mines and Metals (Department of Petroleum & Chemicals S. O. 1873, dated 18-5-1970.
422	S. O. 3772, dated 23rd November, 1970.	Ministry of Food, Agriculture Community Development & Co-operation.	Fixation of maximum prices of Vegetable oil products to be sold in the various zones, w.e.f. 24-11-1970.
	का०आ० 3772, दिनांक 23 नवम्बर, 1970	खाद्य, कृषि, सामुदायिक-विकास और सहकारिता मंत्रालय ।	अधिकतम कीमतें जिन पर वनस्पति तेल उत्पादों को 24 नवम्बर, 1970 से विक्रय करने की नियत ।

Issue No.	No. and Date	Issued by	Subject
423.	S. O. 3800/184/IDRA/70, dated 24th November.	Ministry of Industrial Development and Internal Trade.	Authorising the Gujarat State Textile Corporation to take over the management of the whole of the Keshav Mills Co. Ltd., Petlad.
	का० आ० 3800/184/आई०डी०आर०ए०/70, दिनांक 24 नवम्बर, 1970	औद्योगिक विकास तथा आन्तरिक व्यापार मंत्रालय	गुजरात राज्य वस्त्र निगम को केशव मिल्स कं० लि०, पेटलाड नामक प्रबन्ध अपने अधिकार में लेने के लिए प्राधिकृत ।
424.	S. O. 3801, dated 25th November, 1970.	Ministry of Foreign Trade.	Further amendment in the export of Fish and Fish Products (Inspection) Rules, 1964.
	एस०ओ० 3801, दिनांक 25 नवम्बर, 1970	विदेश व्यापार मंत्रालय	मछली और मछली उत्पाद का निर्यात (निरीक्षण) नियम, 1964 में और आगे संशोधन ।
425.	S. O. 3802, dated 25th November, 1970.	Ditto.	Further amendment in the Imports (Control) Order, 1955. (Fourth amendment).
	का० आ० 3802, दिनांक 25 नवम्बर, 1970	तथैव	आयात (नियंत्रण) आदेश 1955 में और आगे संशोधन (चतुर्थ संशोधन) ।
	S. O. 3803, dated 25th November, 1970.	Ditto	Further amendment in the Imports (Control) Order, 1955 (Fifth amendment).
	का०आ० 3803, दिनांक 25 नवम्बर, 1970	तथैव	आयात (नियंत्रण) आदेश, 1955 में और आगे संशोधन (पंचम संशोधन) ।
426.	S. O. 3804, dated 26th November, 1970.	Ministry of Industrial Development and Internal Trade.	Grant of recognition in forward contracts in gur for a period of 3 years from the 26th November, 1970 to the 25th November, 1973.
	का० आ० 3804, दिनांक 26 नवम्बर, 1970	औद्योगिक विकास तथा आन्तरिक व्यापार मंत्रालय	26 नवम्बर, 1970 से लेकर 25 नवम्बर, 1973 तक की तीन वर्ष की कालावधि के लिए अग्रिम संविदवश्यों में मान्यता प्रदान ।

Issue No.	No. and Date	Issued by	Subject
427.	S. O. 3805, dated 27th November, 1970.	Election Commission of India.	The elected members of the Legislative Assembly of the State of Bihar to elect a person to fill the vacancy so caused before the 19th December, 1970.
	एम० ओ० 3805, दिनांक 27 नवम्बर, 1970	भारत निर्वाचन आयोग	बिहार राज्य की विधान सभा के निर्वाचन सदस्यों से अपेक्षा करता है कि वे हुई रिक्ति को भरने के लिए 19 दिसम्बर, 1970 से पूर्व एक व्यक्ति को निर्वाचन करें ।
	S. O. 3806, dated 27th November, 1970.	Ditto	Appointing Nomination Scrutiny, withdrawal, poll and completion of election dates for the election to the Council of States.
	एस० ओ० 3806, दिनांक 27 नवम्बर, 1970	तथैव	नाम निर्देशित, संवीक्षा, अभ्यर्थिता वापस, मतदान और निर्वाचन समाप्त तारीखे जो राज्य सभा के निर्वाचन को नियत करता है ।
	S. O. 3807, dated 27th November, 1970.	Ditto	Fixation of poll hours for the election to the Council of States.
	एस०ओ० 3807, दिनांक 27 नवम्बर, 1970	तथैव	राज्य सभा के निर्वाचन के लिए मतदान समय का नियत ।
	S. O. 3808, dated 27th November, 1970.	Ditto.	Secretary, Bihar Legislative Assembly, Patna will be the Returning Officer for the election to the Council of States.
	एस०ओ० 3808, दिनांक 27 नवम्बर, 1970	तथैव	राज्य सभा के निर्वाचनों में सचिव, बिहार विधान सभा, पटना को रिटर्निंग ऑफिसर के रूप में पदाभिहित ।
	S. O. 3809, dated 27th November, 1970.	Ditto	Joint Secretary, Bihar Legislative Assembly, Patna to assist the Returning Officer for the election to the Council of States.
	एस०ओ० 3809, दिनांक 27 नवम्बर, 1970	तथैव	राज्य सभा के निर्वाचन में संयुक्त सचिव, बिहार विधान सभा, पटना रिटर्निंग ऑफिसर को सहायता करने में नियुक्ति ।

Issue No.	No. and Date	Issued by	Subject
428.	S. O. 3810, dated 28th November, 1970	Department of Communications.	Rescission of the notification of the Department of Communications (P. & T. Board) No. S. O. 3663, dated the 14th November, 1970 for the introduction of measure rate system at Gangtok Telephone Exchange.
	का०प्रा० 3810, दिनांक 28 नवम्बर, 1970		संचार विभाग (डाकन्तार बोर्ड) की अधिसूचना संख्या का० प्रा० 3663, तारीख, 14 नवम्बर, 1970 को गंगटोक टेलीफोन केन्द्र में नियत दर प्रणाली का विखंडन।
429.	S. O. 3811, dated 30th November, 1970.	Ministry of Food, Agriculture Community Development and Co-operation.	Cancellation of the notification No. 4(20)/68—Seeds Development (S. O. 4045, dated 24-9-69) of the varieties specified in areas so specified.
	एस०प्रा० 3811, दिनांक 30 नवम्बर, 1970	खाद्य, कृषि, सामवायिक विकास तथा सहकारिता मंत्रालय	अधिसूचना सं० 4(20)/68-बीज विकास (एस० प्रा० 4045, ता० 24-9-69) जो विनिर्दिष्ट किस्मों क्षेत्रों के सम्बंध में है, उसका रद्द।
430.	S. O. 3880, dated 3rd December, 1970.	Election Commission of India.	The elected members of the Legislative Assembly of the State of Uttar Pradesh to elect a person to fill the vacancy so caused before 28th December, 1970.
	एस०प्रा० 3880, दिनांक 3 दिसम्बर, 1970	भारत निर्वाचन आयोग	उत्तर प्रदेश, राज्य की विधान सभा के निर्वाचित सदस्यों से अपेक्षा करता है कि वे हुई रिक्ति को 28 दिसम्बर, 1970 से पूर्व एक व्यक्ति को निर्वाचित करें।
	S. O. 3881, dated 3rd December, 1970.	Ditto	Appointing of nomination scrutiny, withdrawal, poll and completion of election dates for the election to the council of States.
	एस०प्रा० 3881, दिनांक 3 दिसम्बर, 1970	तथैव	नामनिर्देशन, संवीक्षा, अभ्यर्थिता, मतदान और निर्वाचन समाप्त तारीखें राज्य सभा निर्वाचन के लिए नियत।

Issue No.	No. and date	Issued by	Subject
	S. O. 3882, dated 3rd December 1970.	Ditto.	Fixation of hours for polling for the election to the Council of the states.
	एस० ओ० 3882, दिनांक 3 दिसम्बर, 1970	तथैव	राज्य सभा के निर्वाचन के लिए मतदान समय नियत ।
	S. O. 3883, dated 3rd December 1970.	Ditto	Secretary, Uttar Pradesh, Vidhan Mandal, Lucknow, will be the Returning Officer, for the election to the Council of States.
	एस०ओ० 3883, दिनांक 3 दिसम्बर, 1970	तथैव	सचिव, उत्तर प्रदेश विधान मंडल, लखनऊ, को रिटर्निंग आफिसर के रूप में राज्य सभा के निर्वाचन के लिए पदाभिहित ।
	S. O. 3884, dated 3rd December 1970.	Ditto.	Secretary, Uttar Pradesh, Vidhan Sabha, Lucknow, to assist the Returning Officer for the election to the Council of States.
	एस०ओ० 3884, दिनांक 3 दिसम्बर, 1970	तथैव	सचिव, उत्तर प्रदेश विधान सभा, रिटर्निंग आफिसर को राज्य सभा के निर्वाचन में सहायता करने के लिए नियुक्त ।
43J.	S. O. 3885, dated 3rd December 1970.	Ministry of Information & Broadcasting.	Approval of the film so specified in all its language versions.
	एस०ओ० 3885, दिनांक 3 दिसम्बर, 1970	सूचना और प्रसारण मंत्रालय	निर्देशित फिल्म को सभी भारतीय भाषाओं के रूपान्तरों सहित स्वीकृति ।
	S. O. 3886, dated 3rd December 1970.	Ditto	Approval of the film so specified in all its language versions.
	एस०ओ० 3886 दिनांक 3 दिसम्बर, 1970	तथैव	निर्देशित फिल्म को सभी भारतीय भाषाओं के रूपान्तरों सहित स्वीकृति ।
	S. O. 3887, dated 3rd December 1970.	Ditto	Approval of the film as specified in all its language versions.
	एस०ओ० 3887, दिनांक 3 दिसम्बर, 1970	तथैव	निर्देशित फिल्मों को सभी भारतीय भाषाओं के रूपान्तरों सहित स्वीकृति ।

Issue No.	No. and date	Issued by	Subject
	S. O. 3888, dated 3rd December 1970.	Ministry of Information Approval of the film so specified and Broadcasting in all its language versions.	
	एस०ओ० 3888, दिनांक 3 दिसम्बर, 1970	सूचना और प्रसारण मंत्रालय निर्देशित	फिल्म को सभी भारतीय भाषाओं के रूपान्तरों सहित स्वीकृति।

ऊपर लिखे प्रसारण राजपत्रों की प्रतियां प्रकाशन प्रबन्धक, सिविल लाइन्स, दिल्ली के नाम मांगपत्र भेजने पर भेज दी जाएंगी। मांगपत्र प्रबन्धक के पास इन राजपत्रों के जारी होने की तारीख से 10 दिन के भीतर पहुंच जाने चाहिए।

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

## भाग II—खण्ड 3—उपखंड (ii)

### PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर) केन्द्रीय प्राधिकरणों द्वारा जारी किये गए विधिक आदेश और अधिसूचनाएं।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

## MINISTRY OF EDUCATION AND YOUTH SERVICES

### (Cultural Activities Division I)

#### CAI(I) Section

New Delhi, the 16th February 1971

S.O. 935.—Whereas certain draft rules further to amend the Ancient Monuments and Archaeological Sites and Remains Rules, 1959, were published as required by sub-section (1) of section 38 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), at page 5487 of the Gazette of India, Part II, section 3, sub-section (ii), dated the 5th December, 1970, under the notification of the Government of India in the Ministry of Education and Youth Services, No. S.O. 3879, dated the 16th November, 1970, inviting objections and suggestions from all persons likely to be affected thereby till the 26th December, 1970;

And whereas the said Gazette was made available to the public on the 5th December, 1970;

And whereas no objections or suggestions have been received from the public;

Now, therefore, in exercise of the powers conferred by section 38 of the said Act, the Central Government hereby makes the following rules further to amend the Ancient Monuments and Archaeological Sites and Remains Rules, 1959, namely:—

1. These rules may be called the Ancient Monuments and Archaeological Sites and Remains (Amendment) Rules, 1971.

2. In rule 8 of the Ancient Monuments and Archaeological Sites and Remains Rules, 1959, for clause (d), the following clause shall be substituted, namely:—

“(d) hawk or sell any goods or wares or canvass any custom for such goods or wares or display any advertisement in any form or show a visitor round or take his photograph for monetary consideration, except under the authority of, or under, and in accordance with the conditions of, a licence granted by an archaeological officer; or.”

[No. F. 5/51/69-CAI(I)]

A. S. TALWAR, Under Secy.

## शिक्षा और युवक सेवा मंत्रालय

### (सांस्कृतिक कार्य प्रभाग I)

#### (सी ए I (1) अनुभाग)

नई दिल्ली, 16 फरवरी, 1971

एस० ओ० 935.—यतः प्राचीन स्मारक और पुरातत्वीय आस्थान और अवशेष नियम, 1959 में और आगे संशोधन करने वाले कतिपय प्रारूप नियम, प्राचीन स्मारक और पुरातत्वीय आस्थान और अवशेष अधिनियम, 1958 (1958 का 24) की धारा 38 की उपधारा (1) की अपेक्षाानुसार भारत सरकार के शिक्षा और युवक कल्याण मंत्रालय की अधिसूचना सं० का० आ० 3879 तारीख 16 नवम्बर, 1970 के अन्तर्गत, भारत के राजपत्र, भाग 2 खण्ड 3, उपखण्ड (ii), तारीख 5 दिसम्बर, 1970 के पृष्ठ 5487 पर प्रकाशित किए गए थे, और एतद्वारा संभाव्यतः प्रभावित होने वाले सभी व्यक्तियों से 26 दिसम्बर, 1970 तक आक्षेप और सुझाव आमंत्रित किए गए थे;

और यतः उक्त राजपत्र जनता को 5 दिसम्बर, 1970 को उपलब्ध करा दिया गया था ; और यतः जनता से कोई आक्षेप या सुझाव प्राप्त नहीं हुए हैं;

अतः, अब उक्त अधिनियम की धारा 38 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा प्राचीन स्मारक और पुरातत्वीय आस्थान और अवशेष नियम, 1959 में और आगे संशोधन करने के लिए निम्नलिखित नियम बनाती है, अर्थात् :—

1. ये नियम प्राचीन स्मारक और पुरातत्वीय आस्थान और अवशेष नियम, 1971 कहें जा सकेंगे ।

2. प्राचीन स्मारक और पुरातत्वीय आस्थान और अवशेष नियम, 1959 के नियम 8 में, खण्ड (घ) के स्थान पर, निम्नलिखित खण्ड प्रतिस्थापित किया जाएगा, अर्थात् :—

“(घ) किसी पुरातत्वीय अधिकारी के प्राधिकार के अधीन या उसके द्वारा की गई किसी अनुज्ञप्ति की शर्तों के अधीन और अनुसार के सिवाय, किसी माल या वस्तुओं की फेरी या बिक्री या ऐसे माल या वस्तुओं के लिए ग्राहकी की प्रशिक्षण या किसी रूप में विज्ञापन का संप्रदर्शन नहीं करेगा या धन के रूप में प्रतिक्रिया के लिए किसी दर्शक को चारों ओर दिखाने नहीं ले जाएगा या उसका फोटो नहीं लेगा; या” ।

[सं० फा० 5/51/69-सी ए I (1)]

ए० एस० तलवार, अवसर सचिव ।

**MINISTRY OF FINANCE****(Department of Banking)***New Delhi, the 9th February 1971*

S.O. 936.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that till the 1st August 1971, the provisions of

- (a) Section 10A of the said Act shall not apply to a banking company having, on the 1st day of February 1969, deposits of a sum of less than rupees ten crores.
- (b) Section 10B of the said Act shall not apply to a banking company having, on the 1st day of February 1969, deposits of a sum of less than rupees twenty-five crores.

[No. F.16(1)-BC/71.]

**वित्त मंत्रालय****(बैंकिंग विभाग)**

नई दिल्ली, 9 फरवरी, 1971

एस० नो० 936—बैंकिंग विनियमन अधिनियम, 1949 (1949 का 10वां) की धारा 53 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिफारिश पर एतद्द्वारा घोषित करती है कि पहली अगस्त, 1971 तक

- (क) उक्त अधिनियम की धारा 10-क के उपबन्ध उस बैंकिंग कम्पनी पर लागू नहीं होंगे जिसकी जमा रकमें पहली फरवरी, 1969 को 10 करोड़ रुपये से कम थी।
- (ख) उक्त अधिनियम की धारा 10-ख के उपबन्ध उस बैंकिंग कम्पनी पर लागू नहीं होंगे जिसकी जमा रकमें पहली फरवरी, 1969 को 25 करोड़ रुपये से कम थी।

[संख्या एफ० 16(1)—बी० सी०/71]



New Delhi, the 11th February 1971

S. O. 937.—Statement of the Affairs of the Reserve Bank of India, as on the 5th February, 1971

BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital Paid Up . . . . .	5,00,00,000	Notes . . . . .	5,91,60,000
		Rupee Coin . . . . .	2,98,000
Reserve Fund . . . . .	150,00,00,000	Small Coin . . . . .	4,11,000
National Agricultural Credit (Long Term Operations) Fund . . . . .	172,00,00,000	Bills Purchased and Discounted :—	
		(a) Internal . . . . .	70,93,000
		(b) External . . . . .	..
		(c) Government Treasury Bills . . . . .	8,18 00,000
National Agricultural Credit (Stabilisation) Fund . . . . .	37,00,00,000	Balances Held Abroad* . . . . .	98,51,28,000
National Industrial Credit (Long Term Operations) Fund . . . . .	95,00,00,000	Investments** . . . . .	98,96,55,000
		Loans and Advances to :—	
		(i) Central Government . . . . .	..
		(ii) State Governments @ . . . . .	173,06,66,000
Deposits :—		Loans and Advances to :—	
		(i) Scheduled Commercial Banks† . . . . .	368,87,50,000
		(ii) State Co-operative Banks†† . . . . .	293,16,13,000
		(iii) Others . . . . .	2,98,80,000
a) Government :—			
(i) Central Government . . . . .	280,31,99,000		

LIABILITIES	Rs.	ASSETS	Rs.
		Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund—	
(ii) State Governments . . . . .	9,10,55,000	(a) Loans and Advances to :—	
		(i) State Governments . . . . .	34,11,09,000
		(ii) State Co-operative Banks . . . . .	20,90,25,000
		(iii) Central Land Mortgage Banks . . . . .	..
(b) Banks —		(b) Investment in Central Land Mortgage Bank Debentures . . . . .	9,59,42,000
(i) Scheduled Commercial Banks . . . . .	178,21,20,000	Loans and Advances from National Agricultural Credit (Stabilisation) Fund—	
(ii) Scheduled State Co-operative Banks . . . . .	9,43,78,000	Loans and Advances to State Co-operative Banks . . . . .	4,99,44,000
(iii) Non-Scheduled State Co-operative Banks . . . . .	74,91,000		
(iv) Other Banks . . . . .	32,22,000	Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund —	
(c) Others . . . . .	80,48,39,000	(a) Loans and Advances to the Development Bank . . . . .	28,03,71,000
Bills Payable . . . . .	46,21,11,000	(b) Investment in bonds/debentures issued by the Development Bank . . . . .	
Other Liabilities . . . . .	124,93,89,000	Other Assets . . . . .	40,69,59,000
Rupees	1188,78,04,000	Rupees	1188,78,04,000

\*Includes Cash, Fixed Deposits and Short-term Securities.

\*†Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

‡Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary over-drafts to State Governments.

†Includes Rs. 200,60,50,000 advanced to scheduled commercial banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 10th day of February, 1971.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 5th day of February, 1971.

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department	5,91,60,000		Gold Coin and Bullion :-		
			(a) Held in India	182,53,11,000	
Notes in circulation	4167,58,50,000		(b) Held outside India	..	
Total Notes issued		4173,50,10,000	Foreign Securities	271,42,00,000	
			TOTAL		453,95,11,000
			Rupee Coin		53,26,92,000
			Government of India Rupee Securities		3666,28,07,000
			Internal Bills of Exchange and other commercial paper		
TOTAL LIABILITIES		4173,50,10,000	TOTAL ASSETS		4173,50,10,000

Dated the 10th day of February, 1971.

(Sd.) S. JAGANNATHAN,  
Governor.

[No. F. 3 (3)-BC/71.]

CORRIGENDUM

In the Statement of the Affairs of the Reserve Bank of India, Banking Department as on the 25th December, 1970 published at pages 411 to 412 of part II section 3(ii) of the Gazette of India issue dated 16th January 1971, the figure against the head "Other Assets" on the assets side of the statement should be read as 38,82,87,000/- instead of 33,82,87,000/-.

नई दिल्ली, 11 फरवरी, 1971

एस० नो० 937.— 5 फरवरी, 1971 को रिजर्व बैंक ऑफ इंडिया के बैंकिंग विभाग के कार्यकलाप का विवरण ।

देयताएं	रुपये	आस्तियां	रुपये
चुक्ता पूंजी . . . . .	5,00,00,000	नोट . . . . .	5,91,60,000
प्रारक्षित निधि . . . . .	150,00,00,000	रुपये का सिक्का . . . . .	2,98,000
		छोटा सिक्का . . . . .	4,11,000
राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि . . . . .	172,00,00,000	खरीदे और भुनाये गये बिल:—	
राष्ट्रीय कृषि ऋण (स्विकरण) निधि . . . . .	37,00,00,000	(क) देशी . . . . .	70,93,000
		(ख) विदेशी . . . . .	..
राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन क्रियाएं) निधि . . . . .	95,00,00,000	(ग) सरकारी खजाना बिल . . . . .	8,18,00,000
		विदेशों में रखा हुआ बकाया* . . . . .	98,51,28,000
व्यय-राशियां :—		निवेश* . . . . .	98,96,55,000
(क) सरकारी		ऋण और ग्रन्थिम :—	
(i) केन्द्रीय सरकार . . . . .	280,31,99,000	(i) केन्द्रीय सरकार को . . . . .	..
(ii) राज्य सरकारें . . . . .	9,10,55,000	(ii) राज्य सरकारों को @ . . . . .	173,06,66,000
(ख) बैंक		ऋण और ग्रन्थिम :—	
(i) अनुसूचित वाणिज्य बैंक . . . . .	178,21,20,000	(i) अनुसूचित वाणिज्य बैंकों को† . . . . .	368,87,50,000
(ii) अनुसूचित राज्य सहकारी बैंक . . . . .	9,43,78,000	(ii) राज्य सहकारी बैंकों को†† . . . . .	293,16,13,000
		(iii) दूसरों को . . . . .	2,98,80,000
		राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि से ऋण, ग्रन्थिम और निवेश	

		(क) ऋण और अग्रिम :-	
(iii) पैर-अनुसूचित राज्य सहकारी बैंक . . . . .	74,91,000	(i) राज्य सरकारों को . . . . .	34,11,09,000
(iv) अन्य बैंक . . . . .	32,22,000	(ii) राज्य सहकारी बैंकों को . . . . .	20,90,25,000
		(iii) केन्द्रीय भूमिवन्धक बैंकों को . . . . .	..
(ग) अन्य . . . . .	80,48,39,000	(ख) केन्द्रीय भूमिवन्धक बैंकों के डिबेंचरों में निवेश राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से ऋण और अग्रिम	9,59,42,000
देय बिल . . . . .	46,21,11,000	राज्य सहकारी बैंकों को ऋण और अग्रिम राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन क्रियाएं) निधि से ऋण, अग्रिम और निवेश	4,99,44,000
अन्य देयताएं . . . . .	124,93,89,000	(क) विकास बैंक को ऋण और अग्रिम . . . . .	28,03,71,000
		(ख) विकास बैंक द्वारा जारी किए गए बांडों/डिबेंचरों में निवेश अन्य आस्तियां . . . . .	40,69,59,000
रूपये . . . . .	1188,78,04,000	रूपये . . . . .	1188,78,04,000

\*नकदी, आवधिक जमा और अल्पकालीन प्रतिभूतियां शामिल हैं।

\*\*राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि और राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन क्रियाएं) निधि में से किए गए निवेश शामिल नहीं हैं।

@राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं हैं, परन्तु राज्य सरकारों के अस्थायी ओवरड्राफ्ट शामिल हैं।

†रिजर्व बैंक आफ इण्डिया अधिनियम की धारा 17(4) (ग) के अधीन अनुसूचित वाणिज्य बैंकों को मियादी बिलों पर अग्रिम दिये गये 200,60,50,000 रूपये शामिल हैं।

††राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि और राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं हैं।

तारीख : 10 फरवरी, 1971।

रिजर्व बैंक ऑफ इंडिया अधिनियम, 1934 के अनुसरण में फरवरी, 1971 की 5 तारीख को समाप्त हुए सप्ताह के लिये लेखा

### इसू विभाग

देयताएं	रुपये	रुपये	आस्तिया	रुपये	रुपये
बैंकिंग विभाग में रखे हुए			सोने का सिक्का प्रौर बुलियन:—		
नोट	5,91,60,000		(क) भारत में रखा हुआ	182,53,11,000	
संचयन में नोट	4167,58,50,000		(ख) भारत के बाहर रखा		
			हुआ		
			विदेशी प्रतिभूतियां	271,42,00,000	
जारी किए गए कुल नोट		4173,50,10,000			
			जोड़		453,95,11,000
			रुपये का सिक्का		53,26,92,000
			भारत सरकार की रुपया		
			प्रतिभूतियां		3666,28,07,000
			देशी विनिमय बिल प्रौर		
			दूसरे वाणिज्य-पत्र		..
कुल देयताएं		4173,50,10,000	कुल आस्तियां		4173,50,10,000

तारीख: 10 फरवरी, 1971

(ह०) एस० जगन्नाथन,  
महानंर ।

[सं० एक० 3 (3)-बी० सी०/71]

New Delhi, the 16th February 1971

**S.O. 938.**—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-section (2) of section 19 of the said Act shall not apply to the Oriental Bank of Commerce Ltd., New Delhi till the 1st January 1972, in respect of the shares of the Suprabhat Engineering Co. Ltd., held by it as pledgee since the 2nd January, 1967.

[No. F. 15(6)-BC/71.]

K. YESURATNAM, Under Secy

नई दिल्ली, 16 फरवरी, 1971

**एस० ओ० 938.**—बैंकिंग विनियमन अधिनियम, 1949 (1949 का दसवां) बी धारा 53 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा यह घोषित करती है कि उक्त अधिनियम बी धारा 19 बी उप-धारा (2) के उपबन्ध 1 जनवरी 1972 तक ओरियन्टल बैंक आफ कामर्स लि० नयी दिल्ली पर उस बैंक द्वारा बन्धक ग्राही के रूप में 2 जनवरी 1967 से रखे गये सुप्रभात इंजीनियरिंग कम्पनी लि० के शेयरों के संबंध में लागू नहीं होंगे।

[सं० एफ० 15 (6)—बी०सी० 71]

के० येसुरत्नम, अनुसचिव।

## MINISTRY OF INDUSTRIAL DEVELOPMENT & INTERNAL TRADE

(Department of Industrial Development)

(Indian Standards Institution)

New Delhi, the 10th February 1971

**S.O. 939.**—In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks) Regulations 1955, as amended from time to time, the Indian Standards Institution hereby notifies that the licence No. CM/L-2233 particulars of which are given below, has been cancelled with effect from 16th January, 1971 as the party is no longer interested to operate the Scheme.

Licence No. & Date	Name and Address of the licensee	Article/Process covered by the licence cancelled	Relevant IS: No.
CM/L-2233 9-2-1970	M/s. Laxmi Cattle Feed Industries, Fafadih, Raipur (M. P.) having their office at 15/62, Jawahar Nagar, Raipur (M.P.)	Balanced Feed mixtures for cattle.	IS: 2052-1968

[No. CMD/55:2233.]

औद्योगिक विकास और आंतरिक व्यापार मंत्रालय

(औद्योगिक विकास विभाग)

(भारतीय मानक संस्था)

नई दिल्ली, 10 फरवरी, 1971

**एस० ओ० 939.**—समय समय पर संशोधित भारतीय मानक संस्था (प्रमाणन चिन्ह) विनियमन 1955, के विनियम 14 के उपविनियम (4) के अनुसार भारतीय मानक संस्था द्वारा

सूचित किया जाता है कि लाइसेंस सं० सी एम/एल-2233 जिसका व्यौरा नीचे दिया गया है, 16-1-71 से रद्द कर दिया गया है क्योंकि फर्म अब यह लाइसेंस चलाना नहीं चाहती।

क्रमांक तारीख	लाइसेंस संख्या और तारीख	लाइसेंसधारी का नाम और पता	रद्द किए गए लाइसेंस के अधीन वस्तु/प्रक्रिया	तत्सम्बन्धी भारतीय मानक
1	सी एम/एल 2233 9-2-1970	मैसर्स लक्ष्मी कैटल फीड इंडस्ट्रीज, फफदिया रायपुर (म० प्र०) इनका कार्यालय 15/62, जवाहरनगर, रायपुर, (म० प्र०) में है	गाय भैसों के लिए संतुलित आहार मिश्रित	IS: 2052- 1968 गाय भैसों के लिए संतुलित आहार मिश्रण की विशिष्टि

[संख्या सी० एम० डी०/55:2233]

S.O. 940.—In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks) Regulation 1955, as amended from time to time, the Indian Standards Institution hereby notifies that Licence No. CM/L-2311, particulars of which are given below, has been cancelled with effect from 19 January, 1971, since the firm is no longer interested to operate the licence.

Sl. No.	Licence No. & Name and address of the licensee Date	Article/process covered by the licence cancelled	Relevant Indian Standard
1.	CM/L-2311 24-4-1970	M/s. Khardah Co. Ltd., Titaghur, 24 Parganas (West Bengal) having their Office at 7, Wellesley Place, Calcutta-7.	Jute bagging for wrapping cotton bales IS : 4436-1967 Specification for Jute Bagging for wrapping cotton bales.

[No. CMD/55:2311.]

एस० ओ०—940 समय समय पर संशोधित भारतीय मानक संस्था (प्रमाणन चिन्ह) विनियम 1955, के विनियम 14 के उपविनियम (4) के अनुसार भारतीय मानक संस्था द्वारा सूचित किया जाता है कि लाइसेंस सं० सी एम/एल 2311 जिसका व्यौरा नीचे दिया गया है, 19 जनवरी, 1971 से रद्द कर दिया गया है क्योंकि फर्म अब यह लाइसेंस चलाना नहीं चाहती।

क्रमांक तारीख	लाइसेंस संख्या और तारीख	लाइसेंसधारी का नाम और पता	रद्द किए गए लाइसेंस के अधीन वस्तु/ प्रक्रिया	तत्सम्बन्धी भारतीय मानक]
1	सी एम/एल 2311 24-4-1970	मैसर्स खर्दा क० लि० टीटागढ़ 24 परगना (प० बंगाल) इनका कार्यालय 7, वेलेजली प्लेस, कलकत्ता-1 में है	सूती गांठें लपेटने के लिए पटसन बोरे का कपड़ा	IS : 4436- 1967 सूती गांठें लपेटने के लिए पटसन बोरे के कपड़े की विशिष्टि

[संख्या सी० एम० डी०/55:2311]



S.O. 941.—In pursuance of sub-regulation (4) of regulation (14) of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended subsequently, the Indian Standards Institution hereby notifies that Licence No. CM/L-2342 particulars of which are given below, has been cancelled with effect from 1st January, 1971 as per the request made by the licensee:—

Licence No. & Date	Name and address of the licensee	Article/Process covered by the licence cancelled	Relevant Indian Standards
CM/L2342	M/s. Travancore Timbers and Products, Erayilkadavu, Kottayam-1, Kerala State.	Tea-chest battens	IS : 10-1964 Specification for plywood tea-chests. (second revision).

[No. CMD/55 : 2342.]

A. K. GUPTA,  
Deputy Director General.

एस० ओ० 941.—समय समय पर संशोधित भारतीय मानक संस्था (प्रमाणन चिन्ह) विनियम 1955, के विनियम 14 के उपविनियम (4) के अनुसार भारतीय मानक संस्था द्वारा सूचित किया जाता है कि लाइसेंस सं० सी एम एल 2342 जिसका व्योरा नीचे दिया गया है फर्म की प्रार्थना के अनुसार 1 जनवरी, 1971 से रद्द कर दिया गया है।

क्रमांक	लाइसेंस संख्या और तारीख	लाइसेंसधारी का नाम और पता	रद्द किए गए लाइसेंस के अधीन वस्तु/प्रक्रिया	तत्सम्बन्धी भारतीय मानक
1	सी/एम/एल 2342 10-6-1970	भेसर्स ट्रावनकोर टिम्बर्स एंड प्राडक्ट्स एरयिल्काडवु कोट्टायम्-1 केरल प्रदेश	चाय की पेटियों की पट्टियां	IS—:10-1964 चाय की प्लाईवुड की पेटियों की विशिष्टि (दूसरी पुनरीक्षण)

[संख्या सी० एम० डी०/55:2342]

ए० के० गुप्ता,  
उपमहानिदेशक।

## MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 4th February 1971

S.O. 942.—In exercise of the powers conferred by Section 3 of the Emigration Act 1922 (VII of 1922), the central Government hereby appoints Shri R. Muthuswamy, Public Relations Officer, Regional Passport & Emigration Office, Madras, to be Protector of Emigrants, Madras, in addition to his own duties with effect from 20th January, 1971 vice Shri K. Krishnamurthy Rao.

[No. CPEO/2/71]

D. S. KHOSLA, Under Secy.

## विदेश मंत्रालय

नई दिल्ली, 4 फरवरी, 1971

एस० ओ० 942.—उत्प्रवास अधिनियम 1922 (1922 का सातवां) की धारा 3 द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए केन्द्रीय सरकार इसके द्वारा क्षेत्रीय पासपोर्ट एवं उत्प्रवास कार्यालय, मद्रास के जन सम्पर्क अधिकारी श्री आर० मुत्तुस्वामी को 20 जनवरी, 1971 से श्री के० कृष्णमूर्ति राव के स्थान पर उनके अपने अन्य कार्यों के अतिरिक्त उत्प्रवासी संरक्षक, मद्रास के पद पर भी नियुक्त करती है।

[सं सी० पी० ई० ओ०/2/71]

डी० एस० खोसला, अवर सचिव।

## MINISTRY OF FOREIGN TRADE

New Delhi, the 22nd January 1971

S.O. 943.—The Government of Andhra Pradesh having nominated Shri P. L. Sivaram, Director of Handlooms and Textiles Andhra Pradesh, Hyderabad, to be a member of the Central Silk Board *vice* Shri B. R. Sastry under clause (g) of sub-section (3) of section 4 of the Central Silk Board Act, 1948 (61 of 1948), the Central Government hereby appoints Shri P. L. Sivaram as a member of the Central Silk Board and makes the following further amendment in the notification of the Government of India, in the Ministry of Foreign Trade No. S.O. 1522 dated the 23rd April, 1970, namely:—

In the said notification, for the entry against serial number 16, the following shall be substituted namely:—

“16. Shri P. L. Sivaram,  
Director of Handlooms & Textiles,  
Government of Andhra Pradesh,  
Hyderabad.”

[No. F. 21/1/70-Tex(F).]

DAULAT RAM, Under Secy.

## विदेश व्यापार मंत्रालय

नई दिल्ली, 22 जनवरी, 1971

का० आ० 943.—आंध्र प्रदेश सरकार ने श्री पी० एल० शिवाराम, हथकरघा तथा वस्त्र निदेशक, आंध्र प्रदेश, हैदराबाद को श्री बी० आर० के० शास्त्री के स्थान पर, केन्द्रीय रेशम बोर्ड अधिनियम, 1948 (1948 का 61) की धारा 4 की उपधारा (3) के खण्ड (छ) के अंतर्गत केन्द्रीय रेशम बोर्ड के सदस्य के रूप में मनोनीत किया है अतः केन्द्रीय सरकार एतद्वारा श्री पी० एल० शिवाराम को केन्द्रीय रेशम बोर्ड का सदस्य नियुक्त करती है तथा भारत सरकार के विदेशी व्यापार मंत्रालय की अधिसूचना सं० का० आ० 1522 दिनांक 23 अप्रैल, 1970 में निम्नलिखित और संशोधन करती है, अर्थात्:—

उपयुक्त अधिसूचना में, क्रमांक 16 के सामने दी गई प्रविष्टि के स्थान पर निम्नोक्त प्रतिस्थापित किया जायेगा, अर्थात्:—

“16. श्री पी० एल० शिवाराम,  
हथकरघा तथा वस्त्र निदेशक,  
आंध्र प्रदेश सरकार,  
हैदराबाद।”

[सं० का० 21/1/70/टैक्स(एफ)]

दौलत राम, अवर सचिव।

(Office of the Joint Chief Controller of Imports and Exports)

(Central Licensing Area)

ORDER

New Delhi, the 30th November 1970

S.O. 944.—M/s. Anil Rubber Mills, Plot No. 12, Industrial Area, Faridabad Township (Haryana) were granted imported licence No. P/S/1616912/C/XX/34/D/29.30, dated 9th February 1970, for Rs. 1,62,811 (Rs. One Lakh, Sixty Two Thousand, Eight Hundred and Eleven only) for import of Lithophone, Magnesium Carbonate Light, Synthetic Rubber, Synthetic Resins, Bonding Agent, Cellulose Nitrate Sheets, Polyester Films, Solvents and Pen Point made of Alloy during A.M. 70 period against (G.C.A.). They have applied for issue of duplicate copy of Custom Purposes Copy thereof on the ground that it has been lost/misplaced after having been registered with the Collector of Customs; Bombay and utilised to the extent of Rs. 51,999.

2. The applicant have filed an affidavit in support of contention as required under para 313(2) of I.T.C. Hand Book of Rules and Procedure, 1970. I am satisfied that the original Custom Purposes Copy has been lost/misplaced.

3. In exercise of the powers conferred on me under Section 9(cc) Import (Control) Order, 1955, dated 7th December, 1955, I order the cancellation of Custom Purposes Copy of Import Licence No. P/S/1616912/C/XX/34/D/29.30, Dated 9th February, 1970.

4. The applicant is now being issued a duplicate copy of the Customs Purposes Copy of this licence in accordance with the provision of para 313(4) of I.T.C. Hand Book of Rules and Procedure, 1970.

[No. NP-50/AM-70/AU-HH/CLA.]

R. L. VARMA,

Dy. Chief Controller of Imports and Exports.

For Jt. Chief Controller of Imports and Exports.

(संयुक्त मुख्य नियंत्रक, आयात निर्यात का कार्यालय)

(केन्द्रीय लाइसेंसिंग क्षेत्र)

आदेश

नई दिल्ली, 30 नवम्बर, 1970

एस० ओ० 944.—सर्वश्री अनिल रबड़ मिल्स, प्लॉट सं० 12, इन्डस्ट्रियल एरिया, फरीदाबाद टाउनशिप (हरयाणा) को अप्रैल, मार्च, 1970 अवधि के दौरान (सामान्य मुद्रा क्षेत्र) के विपरीत लिथोफोन मैगनेशियम कार्बोनेट लाइट, सिन्थेटिक रबड़, सिन्थेटिक रेजिन, बॉन्डिंग एजेंट सेल्युलॉस नाइट्रेट शीट्स, पोलिस्टर फिल्म, सॉल्वेंट तथा एलाय से बने पेन पोंट के आयात के लिए 1,62,811 रुपये (एक लाख, बासठ हजार, आठ सौ गयाना रुपये मात्र) के लिए आयात लाइसेंस सं० पी०/एस०/1616912/सी०/एक्स० एक्स०/34/डी०/29-30 दिनांक 9-2-70 स्वीकृत किया गया था। उन्होंने उक्त लाइसेंस की अनुलिपि सीमा शुल्क कार्य सम्बन्धी प्रति के लिए इस आधार पर आवेदन किया है कि मूल प्रति सीमा शुल्क समाहर्ता बम्बई के पास पंजीकृत कराने के पश्चात् तथा 51,999 रुपये का प्रयोग करने के पश्चात् खो गई है/अस्थानस्थ हो गई है।

2. अपने तर्क के समर्थन में आवेदक ने आयात व्यापार नियंत्रण नियम तथा कार्य विधि हेड बुक, 1970 की कड़िका 313(2) के अन्तर्गत दिए गए के अनुसार एक शपथ पत्र जमा किया है। मैं इससे संतुष्ट हूँ कि मूल सीमा-शुल्क कार्य सम्बन्धी प्रति खो गई है/अस्थानस्थ हो गई है।

3. आयात (नियंत्रण) आदेश, 1955 दिनांक 7-12-1955 की धारा 9(सी सी) के अन्तर्गत प्रदत्त शक्तियों का प्रयोग कर मैं लाइसेंस सं० पी०/एस०/1616912/सी०/एक्स० एक्स०/34/डी०/29.30, दिनांक 9-2-1970 की सीमा शुल्क कार्य सम्बन्धी प्रति को रद्द करने का आदेश देता हूँ।

4. आयात व्यापार नियंत्रण नियम तथा कार्यविधि हैंड बुक, 1970 की कंडिका 313(4) में निहित व्यवस्थाओं के अनुसार आवेदक को लाइसेंस सीमा की अनुलिपि शुल्क कार्य सम्बन्धी प्रति जारी की जा रही ।

[संख्या एन पी 50/ए एम-70/ए यू-एच एच/सी एल ए]

भार० एल० वर्मा,

उप-मुख्य नियंत्रक आयात निर्यात ।

कृते संयुक्त मुख्य नियंत्रक आयात निर्यात ।

## MINISTRY OF PETROLEUM AND CHEMICALS AND MINES AND METALS

(Department of Mines and Metals)

New Delhi, the 21st January 1971

**S.O. 945.**—Whereas in pursuance of the notification of the Government of India in the late Ministry of Steel, and Mines (Department of Mines and Metals) No. S.O. 4254, dated the 11th December, 1964, under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government has acquired the lands measuring 0.88 acres (0.36 hectares) and the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 198.00 acres (80.19 hectares) in villages Hesla, Manuan and Chapri, Thana Mandu, District Hazaribagh;

And whereas the Forest Department of the Government of Bihar through the Chief Conservator of Forests, Bihar, Ranchi, have under section 13 of the said Act, preferred their claim for compensation for acquisition of the forest lands measuring 0.83 acres (0.36 hectare) and crop compensation there of which form part of the lands so acquired to the competent authority;

And whereas there is a dispute as to the adequacy of the amount of compensation;

Now therefore, in exercise of the powers conferred by sub-section (2) of section 14 of the said Act, the Central Government hereby constitutes a Tribunal consisting of Shri Rabaneshwar Prasad Sinha, Additional Judicial Commissioner, Ranchi, for the purpose of determining the amount of compensation payable to the said claimant.

[No. F.C3-13(13)/70.]

पेट्रोलियम और रसायन तथा खान और धातु मंत्रालय

(खान और धातु विभाग)

नई दिल्ली, 21 जनवरी 1971

का० आ० 945—यतः कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 20) की धारा 9 के अधीन, भारत सरकार के भूतत्पूर्व इस्पात और खान मंत्रालय (खान और धातु विभाग) की अधिसूचना सं० का० आ० 4254, तारीख 11 दिसम्बर, 1964 के अनुसरण में, केन्द्रीय सरकार ने जिला हजारीबाग, थाना मन्दु के हेसला, मानौन और चापरी ग्रामों में 0.88 एकड़ (0.36 हेक्टेयर) माप की भूमि को और 198.00 एकड़ (80.19 हेक्टेयर) माप की भूमि में खनिजों के खनन, खदान-क्रिया, बोर करने, खोदने के लिए और उनकी तलाश करने, उन्हें प्राप्त करने, कार्य करने और ले जाने के अधिकार को अर्जित किया है ।

और यतः बिहार सरकार के बन विभाग ने बनों के मुख्य संरक्षक, बिहार, रांची के माध्यम से उक्त अधिनियम की धारा 13 के अधीन 0.88 एकड़ (0.36 हेक्टेयर) माप की बनभूमि और उस

पर फसल प्रतिकर के, जो इस प्रकार अर्जित भूमि का भाग है, अर्जन के लिए प्रतिकारार्थ अपना दावा सक्षम प्राधिकारी को किया है।

और यतः प्रतिकर की राशि की पर्याप्तता के बारे में विवाद है;

अतः अब, उक्त अधिनियम की धारा 14 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त दावेदार को संदेय प्रतिकर की राशि को अवधारित करने के प्रयोजन के लिए एतद्वारा एक अधिकरण को गठित करता है जिसमें श्री रबनेश्वर प्रसाद सिन्हा, अपर न्यायिक आयुक्त रांची होंगे।

[सं० फा० को० 3-13(13)/70]

S.O. 946.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Steel, Mines and Heavy Engineering (Department of Mines and Metals) S.O. No. 1629 dated the 8th May, 1964, under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government has acquired lands measuring 4.38 acres (1.98 hectares) in villages Manuan and Hesla, Thana Mandu, District Hazaribagh;

And whereas the Forest Department of the Government of Bihar through the Chief Conservator of Forests, Bihar, Ranchi, have under section 13 of the said Act, preferred their claim for compensation for acquisition of the forest lands measuring 4.88 acres (1.98 hectares) and crop compensation thereof which form part of the lands so acquired to the competent authority;

And whereas there is a dispute as to the adequacy of compensation;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 14 of the said Act, the Central Government hereby constitutes a Tribunal consisting of Shri Rabaneshwar Prasad Sinha, Additional Judicial Commissioner, Ranchi, for the purpose of determining the amount of compensation payable to the said claimant.

[No. F.C3-13(13)/70.]

K. SUBRAMANYAN, Under Secy.

फा०आ० 946—यतः कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 9 के अधीन, भारत सरकार के भूतत्पूर्व इस्पात, खान और भारी इंजीनियरिंग मंत्रालय (खान और धातु विभाग) की अधिसूचना सं०फा० 1629, तारीख 8 मई, 1964 के अन्तर्गत में, केन्द्रीय सरकार ने जिला हजारीबाग, थाना मन्दु के मानौन और हेसला ग्रामों में 4.88 एकड़ (1.98 हेक्टेयर) माप की भूमि को अर्जित किया है।

और यतः बिहार सरकार के वन विभाग ने वनों के मुख्य संरक्षक, बिहार, रांची के माध्यम से उक्त अधिनियम की धारा 13 के अधीन 4.88 एकड़ (1.98 हेक्टेयर) माप की वनभूमि और उस पर फसल प्रतिकर के, जो इस प्रकार अर्जित भूमि का भाग है, अर्जन के लिए प्रतिकारार्थ अपना दावा सक्षम प्राधिकारी को किया है।

और यतः प्रतिकर की राशि की पर्याप्तता के बारे में विवाद है;

अतः अब, उक्त अधिनियम की धारा 14 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त दावेदार को संदेय प्रतिकर की राशि को अवधारित करने के प्रयोजन के लिए एतद्वारा एक अधिकरण को गठित करती है जिसमें श्री यबनेश्वर प्रसाद सिन्हा, अपर न्यायिक आयुक्त, रांची होंगे।

[सं० फा० को० 3-13(13)/70]

के० सुब्रह्मण्यन, अवर सचिव

**MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION****(Department of Labour and Employment)***New Delhi, the 11th February 1971*

**S.O. 947.**—Whereas the Central Government, having been satisfied that the public interest so required had, in pursuance of the provisions of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2794, dated the 6th August, 1970, service in the pyrites mining industry, to be a public utility service for the purposes of the said Act, for a period of six months from the 22nd August, 1970;

And whereas the Central Government is of opinion that public interest requires extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said service to be a public utility service for the purposes of the said Act for a further period of six months from the 22nd February, 1971.

[No. F. 1/88/70-LRI.]

**श्रम, रोजगार और पुनर्वास मंत्रालय****(श्रम और रोजगार विभाग)**

नई दिल्ली, 11 फरवरी 1971

**का० प्रा० 947**—यतः केन्द्रीय सरकार ने, यह समाधान हो जाने पर कि लोक हित में ऐसा अपेक्षित है, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ड) के उपखण्ड (6) के उपबन्धों के अनुसरण में, भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं० का० प्रा० 2794, तारीख 6 अगस्त, 1970 द्वारा पाइराइट्स खनन उद्योग में सेवा को उक्त अधिनियम के प्रयोजनों के लिए 22 अगस्त, 1970 से छेः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था ;

और यतः केन्द्रीय सरकार की राय है कि लोक हित में उक्त कालावधि को 6 मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है ;

अतः, श्रम औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ड) के उपखण्ड (6) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त सेवा को उक्त अधिनियम के प्रयोजनों के लिये 22 फरवरी, 1971 से 6 मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है ।

[सं० फा० 1/88/70 एल० आर० 1]

*New Delhi, the 20th February 1971*

**S.O. 948.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to the Central Bank of India Limited and their workmen, which was received by the Central Government on the 10th February, 1971.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY

REFERENCE No. CGIT-42 OF 1964

PARTIES: ..

Employers in relation to the Central Bank of India Ltd.,

AND

their workmen.

PRESENT:

Shri A. T. Zambre, Presiding Officer.

APPEARANCES:

*For the employers.*—Shri J. H. J. Irani, Superintendent Staff.

STATE: Maharashtra

INDUSTRY: Banking.

*Bombay, dated the 18th January, 1971.*

AWARD

The Government of India, Ministry of Labour and Employment by their Order No. 51(4)/64-LRIV, dated 31st March 1964 have referred to this Tribunal for adjudication an industrial dispute existing between the employers in relation to the Central Bank of India Ltd., and their workmen in respect of the matters specified in the following schedule:—

SCHEDULE

"Whether having regard to the directions contained in the award dated the 21st July 1962 of the National Industrial Tribunal (Bank Disputes), Bombay, published with the notification of the Government of India in the Ministry of Labour & Employment No. S. O. 2603, dated the 7th August 1962, the management of the Central Bank of India Limited was justified in granting bonus to their workmen for the year 1962 at the rate of 18.4 per cent of their annual basic pay plus special allowance and officiating allowance? If not, to what quantum of bonus are the workmen entitled?"

2. The above schedule will show that the dispute relates to the question of bonus paid by the management of the Central Bank of India to their workmen for the year 1962. The employers had for that year paid bonus to their officers and supervisory staff at the rate of 23 per cent while to the subordinate and clerical staff they had given bonus at the rate of only 18.4 per cent and hence the workmen had raised a dispute. The reference order had been sent to the workers' representatives (1) the All India Bank Employees' Association (2) all India Bank Employees Federation (3) M.P. Central Bank Employees Association and (4) All India Central Bank Employees Federation. Some of these unions have filed separate statements of claim and in substance have contended that the bonus appropriations made by the bank for the year in question and the payment effected to the workmen were inadequate, discriminatory and inconsistent with the award of the National Industrial Tribunal (Bank Disputes) in Reference No. 3/1960.

3. The unions have alleged that from the examination of the balance sheet it will be seen that the bank had during that year tried to take away large portions of profits in reserve such as the creation of a special reserve of Rs. 389 lakhs and they had carried forward a balance of profit of only Rs. 93,000/- the corresponding figure for the previous year being Rs. 23 lakhs and there was a planned drainage of the profit figures of the year. The workmen were entitled to a major share of the available surplus for distribution of bonus to the workmen. The bonus paid by the bank was inadequate and not in keeping with the profits of the bank and that they were entitled to claim at least four months wages as bonus for the year in question and their demand for this bonus was in accordance with the principles laid down in the bonus award of the Desai Tribunal and is justified.

4. The employers had resisted the workmen's claim for the quantum of bonus and had contended that on proper application of the principles and methods of computation set out in the National Industrial Tribunal (Bank Disputes) Bombay's award in Ref. No. 3/60 it will be found that the bank had paid bonus exceeding what would have been payable in terms of that award. The bank had already paid bonus equivalent to 18.4 per cent of the annual basic pay plus special allowances and officiating

allowance for the year in question. They had denied the allegations about the planned drainage of the profits for the year and had contended that there was no reason for the workmen to make any complaint in respect of the creation of reserves as the reserve was in the nature of appropriation and had not whittled down the nett profits according to the profit and loss account with which the bonus computation would begin. The bonus computation had nothing to do with the appropriation and carrying forward the balance of profit to the next year as the nett profits before appropriation formed the basis of computation. They had denied the allegations about discrimination and had contended that the claim of the workmen for additional bonus was not justified.

5. After the statements of claim and the replies and rejoinder the workmen had made three applications for the production of documents and disclosure of information. They wanted the disclosure of the actual amounts of donations made during the year, the provision made for gratuity, the split up as per the accounts of the different items under the heading other expenses, capital expenditure and other items. The management had very seriously opposed these applications and the applications were heard at great length and had by my order dated 14th February, 1968 held that the workmen were entitled to the inspection of the documents and the information asked for and had directed the employers to give inspection of the documents and disclose the information about which no privilege had been claimed under the Banking Companies Act. By that order I had also requested the Reserve Bank of India to decide the question as to whether any amount out of the secret or inner reserves or provisions made by the bank in their balance sheets and statements of profit and loss accounts and not shown should be taken into account and a certificate under section 34(A) 2 of the Banking Companies Act, 1949.

6. The management was aggrieved by this order and hence they preferred a writ petition Misc. Petition No. 194 of 1968 in the High Court of Bombay. They also applied for an injunction and this Tribunal was restrained from the implementation and enforcement of the order and proceeding with the matter and hence the reference was pending since then.

7. During the pendency of this writ petition the parties have arrived at an amicable settlement and have made an application to this Tribunal to dispose of the reference in terms of the settlement. The employers have entered into an agreement with the All India Central Bank Employees Federation on the 9th December, 1970 by which the bank had agreed to pay to the clerical and subordinate staff additional bonus of 1.8 per cent of their basic pay, special allowance and officiating allowance drawn during the year 1962 and the parties have further agreed to take steps to withdraw the writ petition filed in the Hon'ble High Court. They made in application to the Hon'ble High Court on the 4th November 1970 for withdrawal of the writ petition and the same has been allowed to be withdrawn on the 4th December, 1970. Along with the application they have filed the actual settlement which gives the terms in detail. It states that the workmen in the clerical and subordinate cadre would be paid additional bonus of 1.8 per cent of the basic pay special allowance and officiating allowance and persons promoted during that year would receive bonus at the above rate on the wages drawn by them as clerks and the employees who have retired or resigned have to make written representations for the bonus. The employers have also entered into another agreement with the All India Central Bank staff federation on the 9th December, 1970 and have also produced the terms of settlement in detail. The terms in both the settlements are identical. As the management has agreed to pay additional bonus it shall have to be held that the terms of settlement are reasonable.

8. I have already observed that the Government had sent copies of the reference order to four associations of employees but the agreements produced were only with two associations. Hence notices were issued to all parties for hearing them on the terms of settlement. However the workmen have not appeared and it is clear that they are not interested in further proceedings and the terms of settlement are acceptable to them all. As the terms of settlement are reasonable I pass an award in terms of the settlement annexure A which shall form part of this award.

No order as to costs.

(Sd.) A. T. ZAMBER,

Presiding Officer,  
Central Government Industrial Tribunal,  
Bombay.



ANNEXURE 'A'

*Memorandum of Settlement between the Management of Central Bank of India and its Workmen as represented by All India Central Bank Staff Federation with regard to the Industrial dispute relating to Bonus for the year, 1962.*

In the year 1963, the All India Central Bank Staff Federation raised a dispute in regard to discriminatory payment of bonus for the year, 1962 as between the Officers' Cadre and Workmen falling under clerical and subordinate category. The dispute was referred to Central Government Industrial Tribunal Bombay for adjudication under reference No. CGIT-41 of 1963.

In the year, 1964, while the settlement was arrived at between the Management and All India Bank Employees Federation before the Chief Labour Commissioner (C), New Delhi, in regard to bonus dispute for the year 1963, the parties agreed to withdraw the dispute for 1962 bonus from the Industrial Tribunal and under a revised reference for payment of additional quantum of bonus to Workmen Staff the Ministry of Labour and Employment, New Delhi, the dispute was further referred to Industrial Tribunal, Bombay under reference No. CGIT-42 of 1964 for adjudication. The dispute arose, as a result of bonus for the year 1962, having been disbursed to Bank's Officers' cadre @ 23 per cent of the basic pay and at a reduced rate of 18.4 per cent to Workmen Staff. On a preliminary order issued by the Industrial Tribunal, for production of certain documents by the Bank, the Bank preferred an appeal against the orders of the Industrial Tribunal, which is pending before the Bombay High Court. Meanwhile, with a view to arriving at an amicable settlement of the dispute, both the parties held a series of negotiations and arrived at a final settlement on the following terms:

*Terms of Settlement*

(1) The Management shall pay to the Workmen in the Clerical and Subordinate cadre, as on the Bank's roll during the year, 1962, an additional bonus amounting to 1.8 per cent (one point eight per cent) of the basic pay, special allowances, officiating allowances, if any, drawn during the year 1962 by the Workmen.

(2) Persons, promoted to Officers cadre during that year viz. 1962, will receive the additional bonus on the basic pay, special allowances and officiating allowances, if any, drawn by them during the period they worked in the clerical cadre in the clerical cadre in the year 1962.

(3) Workmen Staff who are entitled to this Bonus but might have retired or resigned will also be entitled to payment of this bonus if a written representation is received from them for payment of such additional bonus within a period of six months from the date thereof.

(4) The Bank Agrees to withdraw the appeal which has been pending before the High Court of Bombay.

(5) The parties will file before the Honourable Central Government Industrial Tribunal, Bombay, this settlement, so that a consent award on the basis thereof may be passed by the Court.

(6) It is agreed that this settlement is without prejudice to the contention of the respective parties which have been taken before the Honourable Tribunal as also the Honourable High Court.

(7) The additional bonus payable under the terms of this settlement will be disbursed on or before the 15th August, 1970.

Signed at Bombay this 4th day of August, 1970.

For and on behalf of All India  
Central Bank Staff Federation,

(Sd.) Mr. G. K. AWASTHI.

General Secretary.

For and on behalf of  
Central Bank of India.

(Sd.) Mr. P. C. MEVAWALLA,

General Manager.

Witnesses:—

(Sd.) (1) Mr. J. H. J. IRANI

(Sd.) (2) Mr. Tara Chand Gupta

## ANNEXURE 'B'

*Memorandum of Settlement between the Management of Central Bank of India and its workmen as represented by All India Central Bank Employees Federation with regard to Industrial dispute relating to Bonus for the year 1962 between The Central Bank of India Ltd., and its Workmen.*

**Short Recital of the case.**—In the year 1964 the Government of India, Ministry of Labour and Employment, New Delhi, vide Reference No. CGIT-42 of 1964 referred the dispute relating to Bonus for the year 1962 pertaining to the Workmen of the Bank to Central Government Industrial Tribunal, Bombay. The dispute arose for the year 1962 as the Bank had paid 23 per cent bonus to the employees in Bank's Officer Cadre for that year but for the clerical and sub-ordinate staff the payment was made at a reduced rate. On the Honourable Tribunal giving the decision in favour of the Workmen with regard to production of documents, etc. as demanded by the Workmen as represented by the All India Central Bank Employees Federation, the Bank Management went in appeal there against to the Honourable High Court, Bombay, and the same is still pending there. Meanwhile, with a view to arrive at an amicable settlement of the issue, both the parties to the dispute held a series of negotiations and ultimately a settlement has been arrived at on the following terms:—

*Terms of Settlement*

(1) The Management agrees to pay to the Workmen in clerical and sub-ordinate cadre, as on the Bank's roll during the year 1962, an additional bonus of 1.8 per cent (one point eight per cent) of the basic pay, special allowances and officiating allowances, if any, drawn during the year 1962.

(2) Persons who have been promoted to Officers Cadre during the year 1962 will receive bonus at the abovementioned rate on the wages drawn by them as clerks comprising of basic pay, special allowances and officiating allowances, if any.

(3) Employees who are entitled to this bonus and who have retired or resigned will have to make a written representation for the bonus within a period of six months from the date of the settlement whereupon they will be paid the bonus.

(4) The Bank agrees to withdraw its pending case from the High Court, Bombay.

(5) It is agreed between the parties that this Settlement will be filed before the Honourable Central Government Industrial Tribunal, Bombay, for the sake of giving a consent award on the basis thereof.

(6) This settlement is without prejudice to the contention of the respective sides taken before the Honourable Tribunal and the Honourable High Court, Bombay.

(7) Bonus, payable under this Settlement will be disbursed on or before 15th August, 1970.

Signed at Bombay on 30th of June 1970.

For and on behalf of All India  
Central Bank Employees Federation.

(Sd.) Mr. TARAKESHWAR CHAKRABORTI,

General Secretary.

For and on behalf of  
Central Bank of India.

(Sd.) V. C. PATEL,

Custodian.

Witnesses:—

(Sd.) (1) Mr. V. S. IYER.

(Sd.) (1) Mr. HOMI JHAVERI.

[No. 51(4)/64-LRIV-LRIII.]

**SO. 949.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Delhi, in the industrial dispute between the employers in relation to the All India General Insurance Company Limited, New Delhi and their workmen, which was received by the Central Government on the 12th February, 1971.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DELHI  
PRESENT:

Shri R. K. Baweja, Central Government Industrial Tribunal, Delhi.  
2nd February, 1971/13th Magh, 1892(S).

C.G.I.D. No. 4 of 1970

BETWEEN

The employers in relation to the All India General Insurance Company Limited, New Delhi,

AND

Their workmen.

Miss Usha Mehra.—for the management.

Shri Madan Mohan.—for the workmen.

AWARD

The Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following industrial dispute existing between the aforesaid parties for adjudication to this Tribunal vide S.O. No. 40/6/70-LRI, dated 20th May, 1970 in respect of the matters specified in the schedule annexed thereto:—

SCHEDULE

“Whether the management of the All India General Insurance Company Limited, New Delhi, was justified in terminating the services of Shri Nand Kishore, Peon, with effect from 30th November, 1969. If not to what relief is the workman entitled?”

2. When the case came up today for hearing before me, Shri Madan Mohan on behalf of the workman and Miss Usha Mehra on behalf of the management put in appearance. They made a statement that in view of the payment of Rs. 120 to the workman in full and final settlement of all his claims, a no dispute award be passed. A no dispute award is, therefore, passed accordingly.

2nd February, 1971.

(Sd.) R. K. BAWEJA,

Central Govt. Industrial Tribunal: Delhi.

[No. F. 40/6/70-LR-I.]

S. S. SAHASRANAMAN, Under Secy

(Department of Labour and Employment)

New Delhi, the 12th February 1971

S.O. 950.—In exercise of the powers conferred by sub-section (1) of section 5 of the Mines Act, 1952 (35 of 1952), the Central Government hereby makes the following further amendment in the notification of the Government of India in the Ministry of Labour and Employment No. S. O. 531 dated the 2nd March, 1961, namely:—

In the said notification, the following entry shall be omitted, namely:—  
“(7) Shri B. M. Bhat”.

[No. A.35019/1/70-MI.]

J. D. TEWARI, Under Secy.

(श्रम और रोजगार विभाग)

नई दिल्ली, 12 फरवरी, 1971

का० क्र० 950—खान अधिनियम, 1952 (1952 का 35) की धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा भारत सरकार के श्रम और

रोजगार मंत्रालय की अधिसूचना संख्या का० आ० 531 तारीख 2 मार्च, 1961 में और आगे निम्न-  
त संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में निम्नलिखित प्रविष्टि का लोप कर दिया जाएगा, अर्थात् :—

“(7) श्री बी० एम० भट्ट” ।

[संख्या ए 35019/1/70 एम० आई०]

जे० डी० तिवारी, अवसर सचिव ।

**(Department of Labour and Employment)**

*New Delhi, the 12th February 1971*

**S.O. 951.**—Whereas the State Government of Maharashtra, has, in pursuance of clause (d) of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), nominated Shri H. Nanjundiah, Secretary to the Government of Maharashtra, Urban Development, Public Health and Housing Department, to represent that State on the Employees' State Insurance Corporation in place of Dr. Rafiq Zakaria;

Now, therefore, in pursuance of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following further amendment in the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2551, dated the 9th August, 1966, namely:—

In the said notification, under the heading “(Nominated by the State Governments under clause (d) of section 4)”, for the entry against item 15, the following entry shall be substituted, namely:—

“Shri H. Nanjundiah,  
Secretary to the Government of  
Maharashtra,  
Urban Development, Public Health  
and Housing Department,  
Bombay.”

[No. F. 3/2/69-HI.]

**(श्रम और रोजगार विभाग)**

नई दिल्ली, 12 फरवरी, 1971

का० आ०—951—यतः, महाराष्ट्र राज्य सरकार ने कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के खण्ड (घ) के अनुसरण में श्री एच० नन्जुण्डियाह, सचिव, महाराष्ट्र सरकार, नगर विकास, लोक स्वास्थ्य और आवास विभाग को डा० रफीक जकरिया के स्थान पर कर्मचारी राज्य बीमा निगम में उस राज्य का प्रतिनिधित्व करने के लिए नामनिर्दिष्ट किया है ।

अतः, अब, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं० का० आ० 2551, तारीख 9 अगस्त, 1966 में और आगे निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में “(राज्य सरकारों द्वारा धारा 4 के खण्ड (घ) के अधीन नामनिर्दिष्ट)”

शीर्षक के नीचे मद 15 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि प्रतिस्थापित की जाएगी, अर्थात् :—

“श्री एच० नन्जुण्डियाह, सचिव, महाराष्ट्र सरकार, नगर विकास, लोक स्वास्थ्य और आवास विभाग, मुम्बई” ।

[सं० फा० 3/2/69—एच०आई०]

**S.O. 952.**—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Centre Government hereby appoints the 21st day of February, 1971 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI (except sub-section (i) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following area in the State of Kerala, namely:—

The area within the Edamulakkal Panchayat in Pathanapuram Taluk in Quilon District.

[No. F. 604(17)/70-HI.]

**क्र० अ० 952.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा 1971 के फरवरी के इक्कीसवें दिन को उस तारीख के रूप में नियत करती है जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं) और अध्याय 5 और 6 धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं के उपबन्ध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:—

क्विलियन जिले में, पथनपुरम तालुक में एडमुलक्कल पंचायत के भीतर के क्षेत्र

[सं० 604(1) 70]

*New Delhi, the 19th February 1971*

**S.O. 953.**—Whereas it appears to the Central Government that the employee and the majority of the employees in relation to the establishment known as Messrs Quality Plastics Private Limited, Station Road, Bhandup, Bombay-78 have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of January, 1970.

[No. 8(205)/70-PF.II(i).]

नई दिल्ली, 19 फरवरी 1971

**क्र० अ० 953.**—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स क्वालिटी प्लास्टिक्स प्राइवेट लिमिटेड, स्टेशन रोड, भंडूप, मुम्बई-78 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं;

अतः, अब उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिभूचना 1970 की जनवरी के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[सं० 8/205/70-पी० एफ० I]

**S.O. 954.**—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 1st January, 1970 the establishment known as Messrs Quality Plastics Private Limited, Station Road, Bhandup, Bombay-78 for the purposes of the said proviso.

[No. 8(205)/70-PF.II(ii).]

**का० प्रा० 954.**—कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इस विषय में आवश्यक जांच कर लेने के पश्चात् एतद्द्वारा मेसर्स क्वालिटी प्लास्टिक्स प्राइवेट लिमिटेड, स्टेशन रोड, भद्रूप मुम्बई-78 नामक स्थापन को 1 जनवरी, 1970 से उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[सं० 8/205/70-पी० एफ० 2]

**S.O. 955.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as The Indian Plastics and Chemicals Private Limited, Dharwar-7 (including the registered office at Dandeli) have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of January, 1970.

[No. 8/150/70-PF.II(i).]

**का० प्रा० 955.**—यतः, केन्द्रीय सरकार को यह प्रतीत होता है कि दि इंडियन प्लास्टिक्स एण्ड केमिकल्स प्राइवेट लिमिटेड, धारवाड़-7 (जिसमें डडेली का रजिस्ट्रीकृत कार्यालय सम्मिलित है) नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्द्वारा लागू करती है।

यह अधिसूचना 1970 की जनवरी, के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[सं० 8/150/70-पी० एफ० 2(i)]

**S.O. 956.**—In exercise of the powers conferred by first proviso to section 6 of the Employees Provident Funds Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies that, with effect from the 1st January, 1970, the establishment, known as The Indian Plastics and Chemicals Private Limited, Dharwar (including the Registered Office at Dandeli) for the purposes of the said proviso.

[No. 8/150/70-PF.II(ii).]

**का० प्रा० 956.**—कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इस विषय में आवश्यक जांच कर लेने के पश्चात् एतद्द्वारा दि इंडियन प्लास्टिक्स एण्ड केमिकल्स प्राइवेट लिमिटेड, धारवाड़-7, नामक स्थापन (जिसमें डडेली का रजिस्ट्रीकृत कार्यालय सम्मिलित है) को प्रथम जनवरी, 1970 से उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[सं० 8/150/70-पी० एफ० 2]

**S.O. 957.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Rohini Engineering Works Private Limited, Industrial Estate, Miraj, Maharashtra State have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of October, 1969.

[No. 8(203)/70-PF.II(i).]

का० प्रा० 957.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसेस रोहिनी इंजीनियरिंग वर्क्स प्राइवेट लिमिटेड इण्डस्ट्रीयल एस्टेट, मिराज, महाराष्ट्र राज्य नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं ;

अतः, अथ, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1969 के अक्टूबर के प्रथम दिन को प्रवृत्त समझी जाएगी।

[सं० 8/203/70-पो० एक० II (i)]

S.O. 958.—In exercise of the powers conferred by first proviso to section 6 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 1st October, 1969 the establishment known as Messrs Rohini Engineering Works Private Limited, Industrial Estate, Miraj, Maharashtra State for the purposes of the said proviso.

[No. 8(203)/70-PF.II(ii).]

का० प्रा० 958.—कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इस विषय में आवश्यक जांच कर लेने के पश्चात् एतद्वारा मैसेस रोहिनी इंजीनियरिंग वर्क्स प्राइवेट लिमिटेड, इण्डस्ट्रीयल एस्टेट, मिराज, महाराज्य नामक स्थापन को 1 अक्टूबर, 1969 से उक्त परन्तुक के प्रायोगिकों के लिए निर्दिष्ट करती है।

[सं० 8/203/70-पो० एक० II(ii)]

S.O. 959.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Bharat Film Distributors, A.V.M. Ltd., Building, 1-A Arcot Road, Madras-26 have agreed that the provisions of the Employees Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment with effect from the 31st January, 1971.

[No. 8(210)/70-PF.II(i).]

का० प्रा० 959.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसेस भारत फिल्म डिस्ट्रीब्यूटर्स, ए० वी० एम० लि०, बिल्डिंग 1-ए, आरकोट रोड, मद्रास-26 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं ;

अतः, अथ, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा 31 जनवरी, 1971 से लागू करती है।

[सं० 8/210/70-पो० एक० II (i)]

**S.O. 960.**—In exercise of the powers conferred by first proviso to section 6 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 31st January, 1971, the establishment known as Messrs Bharat Film Distributors, A.V.M. Ltd., Building No. 1-A, Arcot Road, Madras-26 for the purposes of the said proviso.

[No. 8(210)/70-PF.II(ii).]

DALJIT SINGH, Under Secy.

**क्र० प्र० 960.**—कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शर्तियों का प्रयोग करते हुए केंद्रीय सरकार इस विषय में आवश्यक जांच कर लेने के पश्चात् एतद्द्वारा मैसर्स भारत फ़िल्म डिस्ट्रीब्यूटर्स, ए० वी० एम० लि०, बिल्डिंग, नं० 1-ए, आरकोट रोड, मद्रास-26 नामक स्थापन को 31 जनवरी, 1971 के उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[सं० 8/210/70-पी० एफ० II (ii)]

दलजीत सिंह, अध्वर सचिव।

### (Department of Labour and Employment)

*New Delhi, the 15th February 1971*

**S.O. 961.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Ballarpur Collieries Company Limited, Post Office Ballarpur, District Chandrapur, and their workmen, which was received by the Central Government on the 9th February, 1971.

### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT JABALPUR

*Dated January 7, 1971.*

#### PRESENT:

Shri M. Chandra, Presiding Officer.

CASE No. CGIT/LC(R) (17) of 1970

#### PARTIES:

Employers in relation to the management of Ballarpur Colliery, Nagpur Vs. Its workmen.

#### APPEARANCES:

For workmen—Shri G. M. Khode, President, Ballarpur.

For employers—Shri B. S. Gadkari.

INDUSTRY: Coal Mine.

DISTRICT: Chandrapur (M.S.).

#### AWARD

The Government of India has, by an order No. 5/15/70-LRII, dated 6th November 1970, referred to this Tribunal an industrial dispute between the management of Ballarpur Colliery and its workmen. The subject matter of the dispute as given in the schedule is as follows:—

“Whether the action of the management of Ballarpur Colliery belonging to Messrs Ballarpur Colliery Company, Ballarpur, District Chandrapur in dismissing Shri Chedhoo son of Hamid, Badli workman, with effect from the 23rd June, 1970 justified? If not, to what relief is he entitled?”

As disclosed by the failure of conciliation report the Union, M.P. Rashtriya Koyala Khadan Kamgar Sangh, Bullarpur Branch, which sponsored the dispute of



the workmen, alleged that the dismissal of Sri Chheddu was illegal and was with a motive to victimise him for participation in lawful activities of the Union. The Union further alleged that the worker requested for supply of copies in Hindi of letters served on him, that the management did not do so and that consequently the enquiry proceedings were not acceptable to him having being recorded in English which he did not understand at all. The Union claimed reinstatement of the worker with back wages.

The management challenged the Union's right to raise the dispute and denied that the worker was an active member of the Union. It was further alleged by the management that the worker had been directed to the Labour Welfare Officer to know in Hindi the contents of the letters addressed to him, that the enquiry was properly conducted and that the workman was found guilty of the charges and was dismissed in accordance with the Standing Orders.

On 19th December, 1970 a compromise on behalf of the parties to the dispute was filed by Sri B. S. Gadkari and verified by him on behalf of the management. On 7th January, 1971 the same compromise was also verified by Sri G. M. Khod on behalf of the Union sponsoring the dispute of the workmen. It has been agreed between the parties that the dismissal order dated 23rd June, 1970 served on Shri Chheddu shall be set aside, that the management shall treat him on the muster roll as on 23rd August, 1970 as Badli Worker and that the intervening period from 23rd June, 1970 to 23rd August, 1970, shall be treated as leave without pay. It is further agreed that the workman shall be entitled to the benefits of the settlement dated 8th November, 1970 i.e. the worker may either be absorbed or will get the benefit of payment and that in case this workman is absorbed, his continuity of service shall not be affected.

It has also been agreed that the parties will bear their own costs.

This compromise is fair and reasonable and serves the interest of justice social and economic. It is consequently accepted and an award is made in terms of this compromise which shall form part of the award. No order as to costs. Let the award be sent to the Government.

(Sd.) M. CHANDRA,  
Presiding Officer.  
7-1-1971.

**BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR**

**REF. GOVERNMENT OF INDIA ORDER NO. 5/15/70-LR-II, DATED 6TH NOVEMBER, 1970**

In the matter of Industrial Dispute between the Employer in relation to the management of Ballarpur Colliery of M/s. Ballarpur Collieries Co., Nagpur,

AND

Their workman Shri Chhedhoo s/o Hamid, Badli Worker, Ballarpur Colliery  
*Compromise Petition*

In the matter of the Industrial Dispute between the Management of Ballarpur Colliery, belonging to M/s. Ballarpur Collieries Company, Nagpur and Shri Chhedhoo s/o. Hamid, Badli Worker, Ballarpur Colliery, which has been referred to this Hon'ble Tribunal for adjudication by Government of India Order No 5/15/70-LR-II dated 6th November, 1970, the parties have reached an amicable settlement of the dispute on the terms as enumerated hereunder:—

1. That the employer shall set aside the order of dismissal dated 23rd June 1970 served on Shri Chhedhoo s/o Hamid, a Badli Worker of Ballarpur Colliery
2. That the management shall treat the said worker on the muster roll as on 23rd August, 1970 as Badli Worker.
3. That the intervening period from the date of dismissal, i.e. 23rd June, 1970 to 23rd August, 1970, shall be treated as leave without pay.
4. That the workman shall be entitled to the benefits of the settlement dated 8th November, 1970 (copy enclosed) that is to say, this worker may either be absorbed or will get the benefit of payment as other workers remaining unabsorbed under the terms of the said settlement.

5. That in case this workman is absorbed, continuity of the service, if any, will not be affected.
6. That both the parties shall bear their own cost in the proceedings of this reference.

*Prayer:*

Both the parties, therefore, requested this Honourable Tribunal to kindly pass an award in terms of the aforesaid terms of the settlement of the dispute.

or H. P. R. K. K. Sangh

(Sd.) G. M. KHODE,

President,

Ballarpur Branch.

Date: 17-12-1970.

For the Ballarpur Collieries Co.

(Sd.) N. K. JHA,

General Manager,

((Authorised Representative).

(Sd.) M. CHANDRA,

Presiding Officer.

7-1-1971.

[No. 5/15/70-LR.II.]

**S.O. 962.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Ballarpur Colliery of Messrs Ballarpur Collieries Company, Post Office Ballarpur, District Chandrapur and their workmen, which was received by the Central Government on the 9th February, 1971.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,**

*Dated January 7, 1971*

**PRESENT:**

Shri M. Chandra, Presiding Officer.

**CASE NO. CGIT/LC(R) (13) OF 1970**

**ARTIFIS:**

Employers in relation to the management of Ballarpur Colliery of Messrs Ballarpur Collieries Company, Post Office, Ballarpur, District Chandrapur and their workmen.

**APPEARANCES:**

*For Workmen*—Sri G. M. Khode, President of the Union.

*For Employers*—Sri B. S. Gadkari.

**INDUSTRY:** Coal Mine.

**DISTRICT:** Chandrapur (M.S.).

#### **AWARD**

This is a reference under Sec. 10 of the Industrial Disputes Act, 1947 made by the Government of India by Notification No. 5/14/70-LR.II, dated 14th October, 1970. As mentioned in the schedule to the order of reference the subject matter of dispute is as follows:—

#### **SCHEDULE**

“Whether the management of Ballarpur Colliery, Post Office Ballarpur, District Chandrapur was justified in terminating the employment of Sarvashri Abdul Subhan, Pump Khalasi, Shri Ramlal Kalicharan, Fitter Collie and Shri Kanihayalal Pandey, Dresser with effect from the 1st May, 1970, 16th April, 1970 and 15th April, 1970 respectively? If not, to what relief are they entitled?”

According to the failure of conciliation report the case for the workmen was that the management had illegally terminated the services of Sri Abdul Subhan, Pump Khalasi, Joint Secretary of the Union, Shri Kanihayalal Pandey, Dresser, Branch Treasurer and Shri Ramlal Kalicharan, Fitter Collie, Executive Member of the Union because of their trade union activities even though they were protected workmen under the Industrial Disputes Act. They were refused work by management in spite of their presenting themselves for work at the colliery. Union demanded that all the three workers should be reinstated immediately with full back wages.

The contention of the management was that the workers are absenting themselves from work and have consequently lost their services under Clause 9(d) of the Certified Standing Orders and that none of these three workers is a protected workman.

The parties to the dispute have now filed a compromise under which the employer has agreed to set aside the orders of termination of services of S/Sri Abdul Subhan, Ramlal Kali Charan and Kanhaiyalal Pande and to treat them on their muster roll as on 23rd August, 1970 as Badli workers. From the date of termination i.e. the 10th of June, 1970 to 23rd of August, 1970 they would be treated on leave without pay. These three workers shall be, according to the compromise, entitled to the benefits of the settlement dated 8th November, 1970 i.e., they may either be absorbed or will get the benefit as other workers remaining unabsorbed under the terms of the said settlement. In case the workers are absorbed continuity of services of these workers, if any, would not be affected. The parties are to bear their own costs of proceedings of this reference. The compromise is just and fair and in the interest of the parties and is accepted.

An award is made in terms of the compromise which shall form part of the award. As agreed to between the parties they shall bear their own costs of the proceedings. Let the award be sent to the Government.

(Sd.) M. CHANDRA,  
Presiding Officer.

#### ANNEXURE

#### BEFORE THE PRESIDING OFFICER

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR.

REF. No. CGIT/LC(R) (13)/70

Fixed for 19th December, 1970.

In the matter of Industrial Dispute between The employer in relation to Ballarpur Colliery of M/s Ballarpur Collieries Co., Nagpur.

AND

Their workmen—S/Shri (1) Abdul Subhan, (2) Ramlal Kalicharan, and (3) Kanhaiyalal Pande, Badli Workers Ballarpur Colliery.

#### *Compromise Petition*

The employer, the Ballarpur Collieries Company, Nagpur on one part,

AND

The workmen S/Shri (1) Abdul Subhan, (2) Ramlal Kalicharan, and (3) Kanhaiyalal Pande, on the other part, represented through Shri G. M. Khode, President, Maharashtra Pradesh Rashtriya Koyala Khadan Kamgar Sangh, Ballarpur Branch, beg to submit this compromise petition as per settlement arrived at between both the parties on the terms specified below:—

1. That the employer shall set aside the orders of termination of the services of S/Shri (1) Abdul Subhan, (2) Ramlal Kalicharan, and (3) Kanhaiyalal Pande—all Badli Workers of Ballarpur Colliery.

(2) That the management shall treat the above named three workers on their muster roll as on 23rd August, 1970 as Badli workers.

(3) That the intervening period from the date of termination i.e. 10th June, 1970 to 23rd August, 1970 shall be treated as leave without pay.

(4) That these three workers shall be entitled to the benefits of the settlement dated 8th November, 1970 (copy enclosed) that is to say, these workers may either be absorbed or will get the benefit of payment as other workers remaining unabsorbed under the term of the said settlement.

(5) That in case these workers are absorbed, continuity of services of the aforesaid workers, if any, shall not be affected.

(6) That both the parties shall bear their own cost in the proceedings of this reference.

*Prayer:*

The Employer and the Union, therefore, request this Honourable Tribunal to kindly pass an award in terms of the aforesaid terms of the compromise.

For M. P. R. K. K. Sangh,

(Sd.) G. M. KHODE,  
President,  
Ballarpur Branch.

Place: Ballarpur.

Dated, 17th December, 1970.

For the Ballarpur Collieries Co.

(Sd.) M. K. JHA,  
General Manager  
(Authorised Representative).

(Sd.) M. CHANDRA,  
Presiding Officer

[No. 5/14/70-LRII.]

*New Delhi, the 17th February 1971.*

**S.O. 963.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Rawanwara colliery of Messrs Amalgamated Coal-fields Limited, Post Office Parasia, District Chhindwara (Madhya Pradesh) and their workmen which was received by the Central Government on the 9th February, 1971.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
JABALPUR**

*Dated January 8, 1971*

**PRESENT:**

Shri M. Chandra, Presiding Officer.

CASE REFERENCE No. CGIT/LC(12) OF 1966

**PARTIES:**

Employers in relation to the management of Rawanwara Colliery (owned by M/s. Amalgamated Coalfields Ltd.) and their workmen.

**APPEARANCES:**

For Workmen—Sri V. N. Dutta, General Secretary of the Union.

For Employers—Sri S. D. Singh, Personnel Officer.

**INDUSTRY:** Coal Mines.

**DISTRICT:** Chhindwar (M.P.).

**AWARD**

This is a reference under Sec. 10 of the Industrial Disputes Act. By an order No. 5/29/65-LRII, dated 16th November, 1965 the dispute between Rawanwara Colliery and their workmen was referred to the Industrial Tribunal, Bombay. The subject matter of the dispute as given in the schedule contained in the order of reference was—

“Whether the management of Rawanwara Colliery were justified in stopping Sarvashri Budhram, Punoo and Roshan, Winding Engine Khalasis, from work with effect from the 29th January, 1965? If not, to what relief are the workmen entitled?”

The reference was transferred from the Industrial Tribunal, Bombay, to this Tribunal by Government Notification No. 8/141/66-LRII, dated 17th September, 1966.

Certain defects in the working of an engine were pointed out by the three Khalasis viz. S/Shri Budhram, Punoo and Roshan. They urged that because of the defective working of the engine an accident might take place. They, however, promised to do their best in the matter and also to work the engine. The management terminated their services by an order dated 29th January, 1965 on the ground that the management could not provide alternative jobs and the three workmen concerned were unwilling to run the engine. M.P. Rashtriya Koyala Khadan Mazdoor Sangh then sponsored the case of these Khalasis. Ultimately,

they approached the Government which made a reference to the Bombay Industrial Tribunal as mentioned above. After transfer of the case from that Tribunal, my learned predecessor decided that as the three workmen ceased to be members of the Union with effect from 1st April, 1965 there was no industrial dispute as the relevant time would be the time of the reference of the dispute for adjudication. This order was challenged in a writ petition under Article 226 of the Constitution of India by the workmen. The petition was allowed by the Hon'ble High Court of Madhya Pradesh. The order of this Tribunal was set aside and the case was remitted with the observation that there was an industrial dispute which required adjudication by the Tribunal.

This order is dated 18th September, 1970. Since then the matter has been settled by a compromise between the parties. They agreed that Sarvri Budhram, Punoo and Roshan, Ex-Winding Engine Khalasis would be given employment as Clipmen on surface in Category IV of the Coal Wage Board Recommendations on a basic wage of Rs. 6.90 p. per day at Rawanwara Colliery within a fortnight from the date of the filing of the settlement and would also be given continuity of service. It was also agreed that the three workmen will be paid a lumpsum of Rs. 4,000 each i.e. the equivalent to half back wages in full and final settlement of all claims arising out of the referred case. This payment was to be made within a fortnight from the date of the filing the settlement before this Tribunal and would be subject to 10 per cent Union charges. It was further agreed that the dispute stood compromised by this settlement and was finally settled. The parties jointly pray that an award be made in terms of this settlement dated 23rd November, 1970.

The compromise is in the interest of the parties and has been verified before me. It is accepted and an award is made in terms of the compromise which shall form part of the award. No order as to costs.

Let the award be sent to the Government.

(Sd.) M. CHANDRA,  
Presiding Officer.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT, JABALPUR

CASE REFERENCE CGIT/LC(R) 12 1966

#### PARTIES:

The General Secretary, M.P. Rashtriya Koyla Khadan Mazdoor Sangh (INTUC) Chandametta, representing M/s. Budhram, Punoo & Roshan, Ex. Winding Engine Kh. of Rawanwara Colliery—*Complainant*.

Employers in relation to Rawanwara Colliery of M/s. The Amalgamated Coalfields Ltd., P.O. Parasia, Dist. Chhindwara (M.P.)—*Opposite Party*.

We jointly forward herewith Memorandum of Settlement dated 23rd November, 1970 in Duplicate signed by the parties with a prayer to pass on Order as per the terms of the Settlement.

*Representing Workmen:*

V. N. DUTTA,  
Gen. Secretary,  
M.P.R.K.K.M. Sangh (INTUC),  
Chandametta.

*Representing Management:*

BRIJBHUSHAN,  
Chief Mining Engineer,  
The Amalgamated Coalfields Ltd.,  
Parasia.

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL CUM LABOUR COURT JABALPUR

CASE REFERENCE CGIT/LC(R) 12 OF 1966

#### PARTIES:

The General Secretary, M.P. Rashtriya Koyla Khadan Mazdoor Sangh (INTUC) Chandametta, representing M/s. Budhram, Punoo & Roshan, Ex. Winding Engine Khalasis of Rawanwara Colliery—*Complainant*.

Employers in relation to Rawanwara Colliery of M/s. The Amalgamated Coalfields Ltd., P.O. Parasia, Dist. Chhindwara (M.P.)—*Opposite Party*.

Both the above mentioned parties jointly submit as under:

1. The above reference was made by the Government of India, Ministry of Labour, Employment & Rehabilitation (Dept. of Labour & Employment) New Delhi, under their Notification No. 5/29/65-LR.II, dated 16th November, 1965, to the Industrial Tribunal Bombay. Thereafter, the above case bearing No. CGIT/71 of 1965 was transferred under order No. 5/29/65-LR.II, dated 17th September, 1966 of the Government of India, Ministry of Labour, Employment & Rehabilitation (Dept. of Labour & Employment) New Delhi, to this Hon'ble Tribunal and it was numbered as Case No. CGIT/LC(R) 12 of 1966.

2. The dispute under reference was fully adjudicated upon and Award dated 28th January, 1967, was given by this Hon'ble Tribunal, but the M.P. Rashtriya Koyla Khadan Mazdoor Sangh (INTUC) filed Writ Petition No. 366 of 1967 before the M.P. High Court. They succeeded and the case has been remanded to this Hon'ble Tribunal under order dated 18th September, 1970, for adjudication.

3. Now, both the parties have mutually discussed the case under reference and the dispute has been settled on the following terms:

#### *Terms of Settlement*

1. It is agreed that M/s. Budhram, Punoo & Roshan, Ex. Winding Engine Khalasis will be given employment as Clipman on surface in Cat. IV of Coal Wage Board Recommendations on basis of Rs. 6.90P (Rupees six and paise ninety only) per day at Rawanwara Colliery within a fortnight from the date of filing this settlement and they will be given continuity of service.

2. It is also agreed that M/s. Budhram, Punoo and Roshan, will be paid lump-sum of Rs. 4,000 (Rupees four thousand only) each, i.e. equivalent to half back wages in full and final settlement of all claims arising out of the above referred case.

3. The payment of the above amount of Rs. 4,000, as stated in para 2 above, will be made within a fortnight from the date of filing this settlement before the Hon'ble Tribunal.

4. It is agreed that the above payment will be subject to 10 (ten) per cent union charges.

5. Thus, the dispute under reference stands compromised and finally settled.

#### *Prayer*

Both the parties jointly pray the Hon'ble Tribunal that an Award may be kindly passed in terms of the above settlement.

#### *Representing Workmen:*

BALDEO PRASAD SHARMA, Vice President.

SHYAMLAL VALMIKI, Vice President.

V. N. DUTTA, General Secretary,

General Secretary,

M.P. Rashtriya Koyla Khadan Mazdoor

Sangh (INTUC) Chandametta

(INTUC) Chandametta

#### *Witnesses:*

(1) Illegible.

(2) Illegible.

#### *Representing the Management:*

S. D. SINGH,

Personnel Officer,

The Amalgamated Coalfields Ltd.,  
P.O. Parasla, Distt. Chhindwara (MP.).

(Sd.) M. CHANDRA,  
Presiding Officer.

Dated 23rd November, 1970.

[No. 5/29/65-LR. II.]

**S.O. 964.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of South Jambad Colliery (Messrs South Jambad Coal Company Private Limited), Post Office Kajoragram, District Burdwan and their workmen, which was received by the Central Government on the 12th February, 1971.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

REFERENCE No. 63 OF 1970

PARTIES.

Employers in relation to the management of South Jambad Collier  
(Messrs South Jambad Coal Company Limited)

AND

Their workmen.

PRESENT:

Mr. B. N. Banerjee—Presiding Officer.

APPEARANCES:

*On behalf of Employers*—Mr. M. Mukherjee, Advocate.

*On behalf of Workmen*—Mr. S. N. Banerjee, Advocate.

STATE: West Bengal.

INDUSTRY: Coal Mines

AWARD

By Order No. 6/75/70/LRII, dated December 2, 1970, the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following industrial dispute between the employers in relation to the management of South Jambad Colliery (Messrs South Jambad Coal Company Limited) and their workmen, to this Tribunal, for adjudication, namely:

"Whether the management of South Jambad Colliery (Messrs South Jambad Coal Company Private Limited), Post Office Kajoragram, District Burdwan are justified in not paying Variable Dearness Allowance at the rate of Rs. 1.53 per day with effect from the 1st April, 1970, in accordance with the recommendations of the Central Wage Board for Coal Mining Industry as accepted by the Government of India in their Resolution No. WB-16(5)/66, dated the 21st July, 1967? If not, to what relief are the workmen entitled?"

2. Both the contesting parties filed their respective written statement. On the date fixed for peremptory hearing of the reference, the learned Advocates appearing for the parties, filed a joint petition, under their respective signature, asking for an award on the following terms:

"2. That the parties have in the meantime come to an amicable settlement of the said dispute on the following terms and conditions:

(A) That the employers in relation to the management of South Jambad Colliery (Messrs South Jambad Coal Co. Private Limited) hereby agree to pay to the workmen the difference of variable dearness allowance to all eligible workmen in the following manner:

(i) From 1st October, 1970 to 31st July, 1971 @Rs. 1.62 per day.

(ii) The amount already paid @Rs. 1.29 per day to eligible workmen from 1st October, 1970 to 31st January, 1971 will be deducted from the same.

(iii) The management shall not reduce the rate from Rs. 1.62 per day of variable dearness allowance during the rest of the period, i.e. up to 31st July, 1971 even if it goes down on account of all in cost of living index.

(iv) The management shall, however, pay variable dearness allowance at increased rate if the cost of living index goes up.

(v) The arrear amount for the period from 1st October, 1970 to 31st January, 1971 as indicated in clauses (i) and (ii) above shall be paid in four monthly instalments beginning from April, 1971 and ending in July, 1971 and the management shall pay @Rs. 1.62 per day from 2nd February, 1971."

3. Now, that the parties have settled the dispute amongst themselves on terms, and are asking for an award on those terms, I pass an award as prayed for. Let the copy of the joint petition filed by the learned Advocate for the parties form part of the award.

(Sd.) B. N. BANERJEE,  
Presiding Officer.

Dated, February 8, 1971.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 63 OF 1970

In the matter of an industrial dispute.

BETWEEN

Employers in relation to the management of South Jambad Colliery (Messrs South Jambad Coal Company Private Ltd.), Post Office Kajoragram, District Burdwan.

AND

Their workmen, represented by Colliery Mazdoor Congress (H.M.S.), Bengal Hotel, Asansol, District Burdwan

AND

In the matter of Government of India, Ministry of Labour, Employment & Rehabilitation (Department of Labour and Employment), Order No. 6/75/70-LR. II, dated 2nd December, 1970.

The humble joint petition of the parties above named in the aforesaid matter most

Respectfully Sheweth:

1. That the aforesaid industrial dispute is pending adjudication before this learned Tribunal and to-day i.e. the 8th February, 1971 is fixed for hearing of the same.

2. That the parties have in the meantime come to an amicable settlement of the said dispute on the following terms and conditions:

A. That the employers in relation to the management of South Jambad Colliery (Messrs South Jambad Coal Co. Private Limited) hereby agree to pay to the workmen the difference of variable dearness allowance to all eligible workmen in the following manner:

(i) From 1st October, 1970 to 31st July, 1971 @Rs. 1.62 per day.

(ii) The amount already paid @Rs. 1.29 per day to eligible workmen from 1st October, 1970 to 31st January, 1971 will be deducted from the same.

(iii) The management shall not reduce the rate from Rs. 1.62 per day of variable dearness allowance during the rest of the period i.e., up to 31st July, 1971, even if it goes down on account of fall in cost of living index.

(iv) The management shall, however, pay variable dearness allowance at increased rate if the cost of living index goes up.

(v) The arrear amount for the period from 1st October, 1970 to 31st January, 1971 as indicated in clauses (i) and (ii) above shall be paid in four monthly instalments beginning from April, 1971 and ending in July, 1971 and the management shall pay @Rs. 1.62 per day from 2nd February, 1971.

3. That the terms aforementioned are reasonable and just.

4. That the petitioners shall suffer irreparable loss and injury if this learned Tribunal does not pass an Award in terms of the aforesaid settlement.

In the circumstances stated above, amongst others, the petitioners jointly pray that this learned Tribunal may be graciously pleased to pass an Award in terms of the settlement.

And the petitioners, as in duty bound, shall ever pray.

Dated, February 8, 1971.

For the Employers:

M. MUKHERJEE,  
Advocate.

For the Workmen:

S. N. BANERJEE,  
Advocate.



S.O. 963.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Rangakanali Colliery, Post Office Samdi, District Burdwan and their workmen, which was received by the Central Government on the 12th February, 1971.

# CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

REFERENCE No 59 OF 1970

## PARTIES

Employers in relation to the management of Rangakanali Colliery.

AND

Their workmen.

## PRESENT:

Mr. B. N. Banerjee—Presiding Officer.

## APPEARANCES.

On behalf of Employers—Sri C. L. Ganguli.

On behalf of Workmen—Sri Sunil Sen.

STATE: West Bengal.

INDUSTRY: Coal Mines.

## AWARD

By Order No. 6/62/70-LRII, dated November 10, 1970, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following industrial dispute between the employers in relation to the management of Rangakanali Colliery and their workmen, to this Tribunal, for adjudication, namely:

“Whether the management of Rangakanali Colliery, Post Office Samdi, District Burdwan is justified in discharging Shri Pradyat Kumar Bhunia, Overman from service with effect from the 25th July, 1970? If not, to what relief is the workman entitled?”

2. The case of the workman was taken up by a trade Union of the name of Colliery Mazdoor Sabha. The said trade union filed a written statement. It appears from the written statement that the concerned workman, who was acting as an overman in Rangakanali Colliery, was charged with misconduct and the charge-sheet is couched in the following language (Ex. A):

“You have deliberately created disturbances in Labour in order to get your advantages in your personal disputed property at Rupnarayanpur.

You have taken away some colliery Labourers in Colliery Van (Ambulance) to your Rupnarayanpur disputed land for creating right or criminal assaults which is quite illegal.

Your above action is highly serious (and ?) damaging to our Colliery. I therefore, give you this notice and suspend you from duty from the time of receipt of this. Show-Cause within three days from receipt of this notice why your service shall not be dismissed (?) with.”

It was further pleaded, in the written statement that the workman submitted a reply to the charges of misconduct (Ex. C) dated July 25, 1970. In his reply he did not deny having used the colliery Van but pleaded by way of justification:

“With full consent of Sri Surajmal Gupta, the proprietor of Company, Van carried me for my personal work. It is completely false that I took the van and colliery workers for creating riot, etc. You are misrepresented and misinformed.

This was done only to harass and victimise me as because I demanded proper implementation of Wage Board and other laws.”

In paragraph 4 of the written statement, it was pleaded:

“That after receiving of the reply of Sri Bhunia, a notice of discharge from service was issued to Sri Bhunia by the owner of the Colliery on 25th July, 1970, without any enquiry.”

The letter of dismissal, Ex. B, also dated July 25, 1970, is hereinbelow set out:

“From enquiry it is revealed that you have enticed our Colliery labours to take undue advantages in taking forceful possession of your disputed land at Rupnarayanpur even at the cost of breach of peace.

You have done same previously too. This is a serious act and injurious to colliery which cannot be tolerated.

I, therefore, discharge you from your service in this colliery from this date."

The grievance made by the workman, in the written statement, was that the action of the management in discharging the workmen from service, without any enquiry and without giving him any opportunity to defend was mala fide, illegal, violative of the standing orders and amounted to unfair labour practice. In these circumstances, the workman prayed for reinstatement with full wages for the period of forced unemployment.

3. The management also filed a written statement. In paragraph 2 of the said written statement, the management explained why the chargesheet was issued against the workman. It was therein stated that it was reported that the concerned workman had taken colliery labourers in a colliery van to Rupnarayanpur, for creating riot or criminal assault in respect of his disputed land. It is noteworthy that in the aforesaid paragraph it was not stated who made the report and to whom. On receipt of his explanation, it was alleged, in paragraphs 3 and 4 of the written statement:

"(3) \*\*\* Shri Bhunia had insisted that the enquiry should be held immediately that is on 25th July, 1970 and as such Shri Trivedi had requested Shri L. D. Duwari, acting Manager of the Colliery to enquire into the charges levelled against Shri Bhunia and submit his report on the very day. Shri Bhunia had asked for immediate enquiry so that he could go to his native place on the same day.

(4) Accordingly, a domestic enquiry was held by Shri L. D. Duwari in presence of Shri P. K. Bhunia and evidence was recorded in the enquiry. The witnesses who had given their statements were allowed to be cross-examined by Shri Bhunia but Shri Bhunia declined to do so. Shri Bhunia had also declined to put his signature when he was requested by the Enquiring Officer. The Enquiring Officer submitted the enquiry proceedings together with his report on the same day i.e. 25th July, 1970 to Shri K. P. Trivedi, partner\*\*\*"

Further, according to the written statement, the enquiry report, which found the workman guilty of the misconduct, was accepted by the management and the workman was dismissed from service by a letter of dismissal dated July 25, 1970. I need set out one other paragraph from the said written statement of the management, namely paragraph 9:

"It is denied that there was no enquiry and/or that no opportunity was given to Shri Bhunia and/or that the Management of the Colliery have violated any law as alleged by the Union. It is submitted that as Shri Bhunia was found guilty against the charges levelled against him as full opportunity was given to him in the domestic enquiry in consonance with the principles of natural justice, no illegality was committed by the Management of the Colliery in dismissing Shri Bhunia from the services of the Colliery."

4. In the background of these pleadings, I have to decide the point referred to me for adjudication.

5. I first take up for consideration the point whether there had been any domestic enquiry held against the workman. It appears from the evidence of Krishna Prasad Trivedi, a partner, as also from Ex. 2, that the enquiry was conducted by one "L. D. Duwari, Overman and Acting Manager." I need remind myself that the workman who was dismissed for misconduct was admittedly also an overman. Now, an overman is, as appears from the Coal Mines Regulations, 1957, not an officer high up in the hierarchy of colliery administration. Amongst the duties and responsibilities of an overman, as given in Coal Mines Regulation No. 43, are:

"43(1)(a) Subject to the orders of superior officials, he shall have responsible charge and control of such part of the mine, and shall carry out such duties, as may be assigned to him by the manager.

(d) He shall be responsible to see that the subordinate officials and competent persons in his district carry out their respective duties in a proper manner.

Possibly for the reason that the Enquiring Officer was a lowly officer and of the same category as the charged workman, he was described, in Ex. 2, as "Overman and Acting Manager" by Krishna Prasad Trivedi, who though a partner in a

minority share in the colliery is in the habit of parading himself off as the Owner of the colliery. In his evidence, however, he forgot how he described L. D. Duwari in Ex. 2 and stated in answer to questions put by the Tribunal:

"I received the explanation at about 8 in the morning and wrote this letter to Lambodar Duwari, the Assistant Manager, asking him to hold the enquiry on that very day and also to submit the report of the enquiry on the same day. I know for certain that Lambodar Duwari is the Assistant Manager. By the expression 'Acting Manager' in the letter to L. D. Duwari I understood that he was under the Manager and therefore an Assistant Manager." (Underlined by me).

It is noteworthy that he did not venture to describe L. D. Duwari as the Acting Manager in his evidence. L. D. Duwari also gave evidence and contradicted Krishna Prosad Trivedi. In answer to questions put by the Tribunal, he replied:

"I only work as an Overman. Sometimes I work in the first shift and in the next week in the 2nd shift. \*\*\*It is not correct that I was the Acting Manager at the material time."

On the above materials, Mr. Sunil Sen, appearing on behalf of the trade Union, contended that there was no enquiry held at all and only when the dispute over the dismissal of the workman was raised, the management became wiser, selected an unimportant officer, namely an Overman, gave him an imaginary status and exploited him to concoct a story that the enquiry into the misconduct was conducted by that officer.

5. It appears further that no notice of enquiry was given, in writing, to the workman. This fact is not disputed. K. P. Trivedi, the partner witness who however, attempted to explain the reason by relying on Ex. 2, which I set out below:

Dated 25-7-1970,  
at 12 A.M.

"To  
Shri L. D. Duwari, Overman & Acting Manager.

As Sri P. K. Bhunia has submitted his reply against his charge-sheet dt. 23-7-70 and he (Bhunias) is pressing for enquiry to day as he is impatient to go home so I request you to hold enquiry before Shri Bhunia's presence and report the enquiry result to me to-day."

In further explanation, he stated, in answer to questions put by the Tribunal:

"I wrote this letter to L. D. Duwari because Bhunia insisted that the enquiry should be forthwith held. The fact that the enquiry would be held on the 25th July, as asked by Bhunia, was not intimated to him in writing; he was orally informed. I asked him to submit the report on the same day because Bhunia wanted to know the result of the enquiry."

Mr. Sunil Sen, however, contended that Ex. 2 was also a concocted document, which was brought into existence in order to support the imaginary story of an enquiry. The workman, who gave evidence, stated in his examination in-chief:

"I submitted the explanation at about 8 in the morning. About one hour thereafter, I found the Manager, Mr. Solodkar and asked him to allow me to resume duties. Thereupon, he replied that he could not do anything in the matter at that stage. I waited for sometime more but could not find Trivedi Sahib and therefore I went away to my home. Towards the evening of the 25th, the letter of dismissal (Ex. B) was served upon me and my signature was taken on a Peon book. On the next day, I saw the manager with a letter asking for consideration of my explanation and for permission to resume my duties. The Manager received the letter. I did not ask for any receipt. I was never served with any notice of enquiry into the charges of alleged misconduct.

To Tribunal:

I know Lambodar Dutt Duwari. He is an Overman. He was not acting as the Manager on July 25, 1970. It is untrue that I ever asked Trivedi Sahib to conduct and complete the enquiry against myself forthwith. It is untrue that I was in a hurry to go to my native place and therefore requested expeditious completion of the enquiry. I never came to know that L. D. Duwari had conducted an enquiry into the alleged chargesheet against myself. It is untrue that I was present at the enquiry at any stage. I know Jalil Mistry and Singhasan Singh."

The cross-examination was very cryptic on this point. I set out the relevant portion therefrom:

"I deny your suggestion that I was present at the enquiry and also that I refused to cross-examine witnesses."

6. On the materials, which I have already discussed, the holding of the enquiry, if at all any enquiry was held into the alleged misconduct of the workman, was not satisfactorily proved to have been made with notice to the workman. Where a domestic enquiry into misconduct is held without notice in writing to the allegedly delinquent workman, the onus is heavily on the management to prove that the workman had knowledge of the date, place and time of the enquiry and had reasonable opportunity to attend the enquiry and to represent his case there. In my opinion, that onus has not been discharged, by the management, in the present case. K. P. Trivedi, the partner witness who deposed in the case, did not appear to me to be a straightforward witness. I have already discussed that he misdescribed the overman Enquiring officer as the Acting Manager, which status even the enquiring officer was reluctant to accept. He gave to the workman only three days to explain the charges levelled against him. On receipt of the explanation, he did not wait for a moment but alleged forthwith to have started the alleged enquiry, personally claimed to have considered an alleged enquiry report then and there and immediately thereafter issued the letter of dismissal, Ex. B. His entire conduct shows that he was determined to railroad, as the Americans say, the workman to an extreme penalty, within the shortest possible time. I am not impressed by his evidence and I am disinclined to accept his story in preference to the version of the workman that no enquiry had been held into the charges levelled against him.

7. Assuming for the sake of argument that there was an enquiry held with notice to the workman, as alleged, Mr. Sunil Sen contended alternatively that the entire enquiry proceedings were perverse. He submitted that not even the explanation submitted by the workman was placed before the enquiring officer and in support of this argument he relied on the evidence of L. D. Duwari himself, where he said, "I did not perhaps receive the replies submitted by the workman." He submitted further that Singhasan Singh, the durwan who had informed the management about the alleged misconduct of the concerned workman, according to the evidence of K. P. Trivedi, was not called as a witness at the enquiry. He gave evidence at the enquiry merely as a chance witness and, in this context, he relied upon the following extract from the evidence of Singhasan Singh himself:

"I was not called as a witness by Duwari Babu. I was going to the tea shop and found several persons assembled at a place. I went to see what was happening and I was asked to give evidence."

He also submitted that Pradyot Kumar Bhunia, the concerned workman, was not admittedly throughout present during the examination of witnesses on behalf of the management, if any witness were at all examined. In this context, he recited the following extract from the examination-in-chief of the enquiring officer himself:

"During the period when evidence was being recorded, P. K. Bhunia was not throughout present. I do not remember whether he was present at the time of cross-examination of each of the witnesses. He was not present throughout the enquiry."

Even then, in the enquiry report it was written in a somewhat off-hand manner, "... Sri Bhunia is asked to make cross-examination of witnesses but he refused to do so." He contended that if he was not present throughout and at the time of cross-examination of some of the witnesses, he could not be asked to cross-examine them as untruly alleged in the enquiry report. The alternative argument is not without substance.

8. Mr. Sunil Sen lastly argued that the enquiry report Ex. 3, itself was not a self-contained document. The enquiring officer did not discuss the evidence. He merely recorded the procedure adopted by him at the alleged enquiry and then in a short paragraph made this report:

"I submit my report to the management that Shri Bhunia is guilty of his misconduct."

That this report was not understandable even to K. P. Trivedi, the partner witness, who passed the dismissal order is admitted and in that context he read out to me the following extract from the evidence of K. P. Trivedi:

"From the conclusion, I did not understand how he arrived at that sort of conclusion. I therefore, went through the evidence myself and made the order of dismissal."

9. The defects pointed out by Mr. Sunil Sen are no doubt serious defects in the enquiry and I am inclined to hold that the enquiry was not properly held against the workman with due regard to the rules of natural justice, if at all any enquiry was held. In the result, I am of the opinion, that any enquiry, if any at all held, which, however I doubt, was done without notice to the workman or alternatively such an enquiry, if at all made, was not properly conducted.

10. Mr. C. L. Ganguly learned Advocate for the management, tried to get rid of these difficulties with the contention that this Tribunal should refuse to adjudicate in the matter because the reference must be deemed not to have been properly made. He developed his contention in the following manner. He submitted that at no stage of time was the industrial dispute raised with the management. The trade union of the workman straightway approached the Assistant Labour Commissioner and before him raised the industrial dispute. In that context, he read to me the following extract from the failure report submitted by the Assistant Labour Commissioner (copy forwarded to this Tribunal by the Central Government and marked as Court Ex. No. X):

"The Colliery Mazdoor Sabha (AITUC) Asansol raised an industrial dispute in their letter, dated 7th August, 1970 (copy enclosed) over the above mentioned issue."

He also read to this Tribunal in this context, the following extract from the evidence of K. P. Trivedi:

"There was no letter written or demand made to the management by the workman or the union of which he was a member challenging that the order of dismissal was wrong. Neither he nor his trade union did ever ask for reinstatement."

Curiously enough, there is no cross-examination against this part of the evidence. The workman in his evidence no doubt stated:

"Towards the evening of the 25th the letter of dismissal (Ex B) was served upon me and my signature was taken on a Peon book. On the next day I saw the Manager with a letter asking for consideration of my explanation and for permission to resume my duties. The Manager received the letter. I did not take any receipt."

Mr. Ganguly submitted, on the above materials, that in the absence of any dispute being at any stage raised by the workmen with the management, the Government was not entitled to make any reference on a mere demand made by the workmen to the Assistant Labour Commissioner. In support of his contention, he recited the following extract from the judgment of the Supreme Court in *Sindhu Resettlement Corporation Ltd., vs. Industrial Tribunal, Gujarat*, (1968) 1, L.L.J., 834 (839):

"It may be that the conciliation officer reported to the Government that an industrial dispute did exist relating to the reinstatement of respondent 3 and payment of wages to him from 21 February 1958, but, when the dispute came up for adjudication before the tribunal, the evidence produced clearly showed that no such dispute had ever been raised by the respondents with the management, any request sent by them to the Government would only be a demand by them and not an industrial dispute between them and their employer. An industrial dispute, as defined, must be a dispute between employers and employees, employers and workmen and workmen and workmen. A mere demand to a Government without a dispute being raised by the workmen with their employer, cannot become an industrial dispute. Consequently, the material before the tribunal clearly showed that no such industrial dispute, as was purported to be referred by the State Government to the tribunal, had ever existed between the appellant-Corporation and the respondents and the State Government, in making a reference, obviously committed an error in basing its opinion on material which was not relevant to the formation of opinion."

Having considered the materials on which Mr. Ganguly relied, I am inclined to hold that the workmen had never raised an industrial dispute with the management on this point. They straightway approached the Assistant Labour Commissioner for relief. That attracts the observation above quoted, made by the Supreme Court to the facts of this case and I must hold that I am not entitled to grant any relief to the workman, on these circumstances, in the present reference.

11. I hold, therefore, that although the conduct of the management in dismissing the concerned workmen was bad procedurally, namely, that no notice had

been given to him of the enquiry, if any at all held, and that such enquiry, as was alleged to have been held, was not properly conducted with due regard to the rules of natural justice and that the findings of the enquiry officer were of an *apriori* nature, because he did not discuss the evidence, still then the workman is not entitled to any relief in the present reference. I, however, reserve to the workman the liberty to raise the same industrial dispute with the management again and if the management refuses to grant relief, take further steps for a fresh reference to this Tribunal according to law. Nothing contained in this award shall debar the workman in this respect.

12. I add however that since I have granted the above liberty to the workman, I have refrained from recording my views on the truth or otherwise of the charges levelled against the workman.

This is my award.

[No. F. 3(17) V. IV/60]

(Sd) B. N. BANERJEE

Presiding Officer.

Dated, February 6, 1971.

**S.O. 966.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 3), Dhanbad, in the industrial dispute between the employers in relation to the management of Kharkharee Colliery of Messrs Bharat Mining Corporation Limited, Post Office Kharkharee, District Dhanbad, and their workmen, which was received by the Central Government on the 12<sup>th</sup> February, 1971.

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 3) DHANBAD

REFERENCE NO. 49 OF 1969

#### PRESENT:

Shri Sachidanand Sinha, M.A.M.L., Presiding Officer.

#### PARTIES:

Employers in relation to the Kharkharee Colliery.

Vs.

Their workmen.

#### APPEARANCES:

For Employers—Shri P. K. Bose, Advocate.

For Workmen—Shri R. Mitra, Secretary, Bihar Koyala Mazdur Sabha.

INDUSTRY: Coal.

STATE: Bihar.

Dhanbad, dated the 6<sup>th</sup> February 1971

#### AWARD

1. The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the management of Kharkharee Colliery of M/s. Bharat Mining Corporation Limited, Post Office Kharkharee, District Dhanbad and their workmen, by its Order No. 2/114/69-LRII dated the 11<sup>th</sup> August, 1969 referred under section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the Schedule annexed thereto. The schedule is extracted below:

#### SCHEDULE

“Whether the action of the management of Kharkharee Colliery of Messrs Bharat Mining Corporation Limited Post Office Kharkharee, District Dhanbad in refusing employment to the following workmen with effect from the 27<sup>th</sup> June, 1968 is justified? If not, to what relief these workmen are entitled?”

Serial No	Name of the workmen	Designation
1.	Shri Kuldip Dusad	Pickminer.
2.	Shri Waris Mian	Pickminer
3.	Shri Ramdeo Dusad	Pickminer

2. Employers filed their written statement on 15<sup>th</sup> September, 1969. Shri R. Mitra, Secretary, Bihar Koyala Mazdoor Sabha filed written statement for and on behalf of the workmen concerned on the 4<sup>th</sup> December, 1969. However I need not discuss respective stand of the parties since the matter has been settled amicably through a compromise.

3. Parties have filed a joint petition of compromise which has been verified by Sri R. Mitra and Sri A. Sharma, Secretaries of Bihar Koyala Mazdoor Sabha for and on behalf of the workmen and by Shri S. C. Jain Director for and on behalf of the employers duly attested by Shri P. K. Bose, Advocate. The joint memorandum of compromise contains the terms of the settlement.

4. Both the parties have submitted before me that the terms of settlement finally resolve the dispute under reference and that the workmen concerned have no other or further claim against the employers on any other account. They pray that an award in terms of the memorandum of compromise be accordingly granted.

5. The terms of compromise appear to be fair and reasonable and are accepted. Accordingly I pass an award in the terms of memorandum of compromise which is attached herewith as Annexure 'A'.

6. This is my award. It may now be submitted to the Central Government under section 15 of the Industrial Disputes Act, 1947.

(Sd.) SACHIDANAND SINHA,  
Presiding Officer

ANNEXURE 'A'

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT (NO. 3) AT DHANBAD

REFERENCE No. 49 OF 1969

Employers in relation to the management of Kharkharee Colliery of Messrs Bharat Mining Corporation Limited,

Vs.

Their Workmen

1. The aforesaid parties beg to submit as under:—

That without prejudice to the contentions of the parties contended in their respective written statements the above dispute has been amicably settled on the following terms:—

- (a) that the services of S/Shri Kuldip Dusadh, Waris Mian, and Ramde Dusadh, Pick Miners, the concerned workmen will stand terminated w.e.f. 27th June, 1968.
- (b) that the Employers will pay the workmen compensation as if retrenched as on 27th June, 1968.
- (c) that the Employers will also pay a lump sum of Rs. 250/- (Rupees Two hundred fifty only) as *ex-gratia* payment.
- (d) that the workmen will also be paid other arrear dues if any up to 27th June, 1968.
- (e) that the above payments, namely, the retrenchment compensation, the lump sum *ex-gratia* payment and other dues will be paid within one week from the date of the settlement.
- (f) that the workmen will handover vacant possession of the quarter occupied by him before receipt of the aforesaid dues.
- (g) that the workmen will have no other or further claim against the employers on any other account.
- (h) that the above terms of settlement finally resolve the terms of dispute of the present reference.

That it is, therefore, humbly prayed that the above terms of settlement may be recorded and an Award passed in term thereof.

For Workmen:

(Sd.) R. MITRA,  
Secretary.

A. SHARMA,

Secretary.

Bihar Koyala Mazdoor Sabha.

For Employers

(Sd.) S. C. JAIN,  
Director

Bharat Mining Corp. Ltd

Identified by  
(Sd.) P. K. Bose,

Advocate  
2-2-71

[No. 2/114/69-LRII.]

S.O. 967.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the matter of an application under

Section 33A of the said Act, from Sarvashri P. K. Acharya and H. D. Chattaraj, Joint Secretaries of the Equitable Coal Company Limited Employees' Union, Post Office Dishergarh, District Burdwan, which was received by the Central Government on the 12th February, 1971.

### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

MISC. APPLICATION NO 23 OF 1970

#### PARTIES:

- |                      |   |
|----------------------|---|
| 1. Sri P. K. Acharya | } Joint Secretaries of the Equitable Coal Co. Ltd.'s Employees Union, P.O. Dishergarh Dt. Burdwan—Complainants. |
| 2. Sri H. Chattaraj  |   |

Vs.

1. Mr. R. H. Wright, Managing Directors, Equitable Coal Co. Ltd; 1/2, Lord Sinha Road, Calcutta-16.
2. Mr. K. S. Ghosh, Superintendent Engineering, Neamatpur Workshop of Equitable Coal Co. Ltd., P.O. Sitarampur, Dist. Burdwan.
3. Mr. S. K. Banerjee, Neamatpur Workshop of Equitable Coal Co. Ltd P.O. Sitarampur, Dist Burdwan—Opp. parties.

#### PRESENT:

Mr. B. N Banerjee, Presiding Officer

#### APPEARANCES:

On behalf of Complainants—	} Absent
On behalf of Opp. Parties—	

STATE: West Bengal.

INDUSTRY: Coal Mines

#### AWARD

This is a complaint under Section 33A of the Industrial Disputes Act, 1947, by P. K. Acharya and H. D. Chattaraj, Joint Secretaries of the Equitable Coal Co. Ltd.'s Employees Union. The complainants allege that the dismissal of one Jabbar Mia, a Guard, who is a member of the Employees Union above-mentioned, was bad and in contravention of the provisions of Section 33 of the Industrial Disputes Act, because the three Opposite parties named in the petition of complaint were bent upon victimising the members of the trade Union by "hook and crook".

2 There was a rejoinder filed on behalf of the Opposite parties.

3. I am, however, not called upon to go into the complaint further, because to day the two complainants caused the filing of an application before this Tribunal praying for liberty to withdraw the application without personal attendance. Notice of the application was also given to the Opposite parties and they also filed an application therein stating:

"(2) That in view of the applicants' intention to withdraw the complaint, the opposite parties pray that they may kindly be exempted from their personal appearance on 9th February, 1971 as directed by the Hon'ble Tribunal vide Notice Nos Misc. Appl. 23/70/1335, 1336 & 1337 all dated 25th January, 1971."

4. In the background of what I have stated above, I think there is no dispute now between the parties and allow them to withdraw the complaint.

This is my award.

(Sd) B. N. BANERJEE,

Presiding Officer

[No. L/1925/4/71-LR.II.]

Dated, February 9, 1971.

S.O. 968.—In pursuance of section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Hyderabad, in the industrial dispute between the employers in relation to the management of Singareni Collieries Company Limited, Kothagudem and their workmen, which was received by the Central Government on the 9th February, 1971.



BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

PRESENT:

Sri T. Chandrasekhara Reddy, B.A., B.L., Chairman, Industrial Tribunal, Andhra Pradesh Hyderabad.

INDUSTRIAL DISPUTE NO. 19 OF 1969

BETWEEN

Workmen of Singareni Collieries Company Limited, Kothagudem.

AND

The Management of Singareni Collieries Company Limited, Kothagudem.

APPEARANCES:

Sri A. Lakshmana Rao, Advocate, Hyderabad—for the Workmen (Petitioner).

Sri K. Srinivasa Murthy, Advocate and Sri M. V. Rama Krishna Rao, Assistant Personnel Officer of the Singareni Collieries Company Limited—for the Management (Respondent).

AWARD

By its Order dated 3rd July, 1969 the Government of India in its Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) referred the following dispute between the Employers in relation to Singareni Collieries Company Limited, and their workmen for adjudication originally to Sri Mohammad Najmuddin, the then Presiding Officer of the Industrial Tribunal. Subsequently it has been referred to me. The Schedule is:

Whether the Management of Singareni Collieries Co. Ltd., Kothagudem, was justified in withdrawing the "Test Allowance" of the Ward Boys and Ayahs of Kothagudem Main Hospital with effect from 1st January, 1968?

If not to what relief are these workmen entitled?

2. The workmen represented by the General Secretary, Andhra Pradesh Singareni Colliery Mazdoor Sangh (INTUC), Kothagudem, have filed a claims statement alleging that the workmen in the main Hospital of the Singareni Collieries Company Limited (hereinafter referred to as the S. C. Co. Ltd.) were allowed several allowances, such as Test Allowance, Operation Theatre Allowance, X-Ray Allowance, Laboratory Allowance, C. M. O's. peon's allowance, T.B. and Saidya Ward Allowance, etc., on several grounds, such as passing a test, for working in operation theatre and X-Ray Room and in the case of a peon for working in the C.M.O.'s office. These allowances were introduced in or about 1953 or so just to encourage and provide an incentive to the workers for turning out good work and it was similar to the incentive bonus in other departments, as the main hospital was not covered by the Incentive Scheme. The test allowance of Rs. 3 per month was paid to about 24 Ward Boys and about 21 Ayahs of the main hospital of the Company for passing the Departmental test conducted by a panel of doctors once every two or three years according to the convenience of the Hospital authorities and the questions put in such departmental test are in regard to the duties of the nurses, and the test allowance was continued till the end of December, 1967. But for reasons best known to the Management, the allowance payable for the month of January, 1968 in the month of February, 1968 was stopped all of a sudden without previous intimation to the concerned workers. According to them the Wage Board had specifically mentioned that all existing higher and better rates of wages, allowances and other emoluments and other service conditions, facilities and amenities which are more favourable than those recommended by them should be protected. So the Management should not withdraw or change anything to the detriment of the workmen. The implementation of the Wage Board recommendations had nothing to do with the payment of the above said allowance, nor has it any connection with St. John Ambulance Certificate. Further, it has become a service condition as all the Ward Boys and others were entitled to the allowance since about 1953 on passing the departmental test. So the Management could not first change the conditions of service by withdrawing this concession or privilege existing in the hospital and then start discussions in regard to the justification for withdrawing the allowance. So they contended that it amounted to unfair labour practice. Further, the Management should not be allowed to stop this allowance pending Industrial Dispute No. 30 of 1967 involving all the workmen of the Company and the Circular issued to the effect that the allowances and concessions would be discontinued would not be a substitute for a Notice under Section 9A of the ID Act 1947. Therefore, they contended that the sudden stopping of payment of

the above allowance to the Ward Boys and Ayahs was illegal and prayed that a direction should be issued to the Management to restore the payment of Test Allowance to the Ward Boys and Ayahs with effect from 1st January, 1968 and to pay costs.

3. The Management has filed a reply statement to the effect that the Andhra Pradesh Colliery Mazdoor Sangh, which is a party to the dispute, has not filed a claims statement and that it was Andhra Pradesh Singareni Collieries Mazdoor Sangh, which was not a party to the dispute, that had filed the statement of claims and that the reference was bad in law as the Government had not taken into consideration the financial position of the Company while referring the dispute for adjudication. According to the Management, it would not be possible for them to absorb any additional financial burden in its present financial position and urged that this Tribunal should take the financial capacity of the Company while giving its award on merits. The Management further averred that as the workmen concerned are employed in the main hospital which did not fall within the definition "industry" engaged in an economic activity analogous to trade or business as defined in the Industrial Disputes Act of 1947, the reference was not maintainable. According to the Management, the relationship between the employer and employees associating in some form of industry in the sense that the employer is carrying on any business or trade, undertaking, manufacture or calling of employer was not existing. The reference was therefore incompetent. The Management also pleaded that the workmen concerned in the dispute being employed in the Colliery Hospital at Kothagudem and having no connection whatsoever with the mining operations within the meaning of the definition in Section 2(h) of the Mines Act, the Industrial dispute raised by the employees engaged in such a hospital was not an industrial dispute concerning a mine. So the reference by the Central Government, which is not the appropriate government in this dispute, was not maintainable in law and the Tribunal had no jurisdiction to adjudicate upon the same as the reference was bad in law. The Management pleaded that on merits the claim of the workmen was unjustified. Consequent upon the implementation of the Wage Board's recommendations the service conditions of the workmen improved, and all the old service condition automatically not replaced by new service conditions of the workmen would be governed by new service conditions. Consequently the old service conditions would automatically cease unless special sanction was accorded by the Management to that effect. Further there was no specific recommendation of the Wage Board for continuing the test allowance.

4. While admitting that the allowances mentioned in paragraph 2 of the claims statement were introduced some years ago in order to encourage the workmen to pass some tests, the Management contended that it was not correct to say that the allowances mentioned therein were introduced because the main hospital was not covered by the incentive scheme. The Management denied that they had stopped the payment of test allowance without any intimation as long prior to the stoppage they issued a circular No. P49/2782/2659 dated 14th September, 1967 to all concerned stating that none of the old allowances concessions, etc. would be continued after the implementation of the Wage Board recommendations unless specifically sanctioned by the Management. Further, the payment of test allowance was not justifiable as Ward Boys and Ayahs had to be conversant now-a-days with the first aid and the payment of the allowance had not become a service condition attached to that category of workers since all the Ayahs and Ward Boys of the main hospital were not paid this allowance at any time. They also pleaded that the test allowance would not fall within the purview of paragraph 70 of Chapter 12 at page 121 of the Wage Board Report. According to the Management, this allowance was withdrawn at the time of the implementation of the Wage Board recommendations when the general wage structure of all the workmen underwent an improvement and the change had been effected after giving them notice by means of a circular which was given wide publicity through notice boards, etc. Hence the allegation that the service conditions were illegally changed was not correct. Therefore they prayed that this Tribunal might hold that the reference is bad in law and dismiss the demand of the workmen both on legal grounds and on merits.

5. The main issue in this dispute is: Whether the Management of the Singareni Collieries Company Ltd., Kothagudem, was justified in withdrawing the 'test allowance' of the Ward Boys and Ayahs of Kothagudem Main Hospital from 1st January, 1968? If not, to what relief they are entitled?

6. But before actually dealing with the above issue, I will deal with the preliminary point raised by the Management, Singareni Collieries Company Limited,

that the employees of the main hospital of the Collieries, which does not fall within the definition 'industry' as defined in the Industrial Disputes Act, 1947, are not workmen, that the Colliery Hospital has not embarked on an economic activity which could be said to be analogous to trade or business and that the relationship between the employer and employees associating in some form of industry is not present and that therefore the reference is incompetent. It is also submitted on behalf of the Company that the duties performed by the concerned Ward Boys and Ayahs in the main hospital had no connection what-so-ever with the mining operations and that the dispute raised by the employees engaged in such a hospital cannot be an industrial dispute concerning the mines. I am unable to agree with the above contentions raised on behalf of the Management. It cannot be denied that the main hospital at Kothagudem is not an independent institution and that it belongs to the S.C. Co. Ltd. and is run as a part of the several departments of the Company of the S.C. Co. Ltd., which is engaged in producing coal, i.e., producing material goods. The employees in the said hospital are appointed by the Management of the S.C. Co. Ltd. and their salaries are paid by the Company and their work is supervised and controlled by the Management of the S.C. Co. Ltd. and the employees are liable for disciplinary action by the Management of the S.C. Co. Ltd. The S.C. Co. Ltd., admittedly carries on an activity systematically or habitually undertaken for the production and distribution of goods, viz., coal, with the help of its employees with the object of profit making though profit motive is not necessarily an ingredient to bring a particular activity under the definition of industry. So the S.C. Co. Ltd. is an industry. As stated already, the main hospital of the S.C. Co. Ltd., Kothagudem, is run as one of the several departments of the Company. The main establishment is admittedly an industry coming within the purview of Section 2(j) of the I.D. Act of 1957. It is true that the employees in the Hospital have obviously nothing to do either with the coal mines or mining operations of the Company but not only the persons employed as actual operatives in the industry but even those, who are engaged in any work or operation, which is incidentally connected with the main industry in the sense that it is founded for the purpose of rendering treatment to sick workers employed in the industry come within the purview of section 2(s). The expression 'in any industry' employed in Section 2(s) of the I.D. Act includes the employees, who are employed in connection with the operations incidental to the main industry and an employee who is engaged in any work or operation which is incidentally connected with the main industry of the employer would be a workman provided the other requirements of Section 2(s) of the Act are satisfied. Several incidental operations are called in aid for the efficient and successful functioning of an industry and it is the totality of these operations that ultimately constitutes the industry as a whole. Just as the work of sweepers employed in the mills and other industries to clean the premises of the mills or other industries would undoubtedly be the work incidental to the main industry itself and necessary for the efficient functioning of the mills or industry and it would be although their work is not directly related to the mills or the main industry itself and it would be irrational to exclude them from the purview of Section 2(s) the work of the employees in the hospital of the Company in the instant case would be necessary for the efficient functioning of the Collieries. So it would be irrational to exclude them from the purview of the Section 2(s). The employees are appointed by the Management of the Company. Their conditions of service are determined by the Management. The work assigned to them is that of looking after the health of the workers working in coal mines and other employees of the Company so that their efficiency and usefulness is not impaired. It is not the place of work that would decide the issue whether the relationship of master and servant exists, but the real question is whether the management exercised control over the employees in the main hospital and whether the time of the workers in the main hospital was really at the disposal of the management. As stated already the ward boys and Ayahs in question working in the main hospital are controlled by the management of the S.C. Co. Ltd. In the circumstances I hold that in the instant case the relationship of employer and employee exists between the employees of the hospital and the Management of the S.C. Co. Ltd. Hence I hold that there is no substance in the objection raised on behalf of the Management that the main hospital of the S.C. Co. Ltd. is not an industry, that the Ayahs and Ward Boys employed in the hospital are not workmen and that there is no relationship of employer and employees in the sense that the employer's enterprise was not analogous to trade or business.

7. It is next contended for the Management that the test allowance is not a wage and therefore the workmen are not entitled to claim test allowance. But

the learned Counsel for the workers points out that the expression "wages" as defined in Section 2(rr) mean "all remuneration capable of being expressed in terms of money, which would, if the terms of employment, express or implied, were fulfilled, be payable to a workman in respect of his employment or of work done in such employment, and includes—(i) such allowances (including dearness allowance) as the workman is for the time being entitled to; (ii) the value of any house accommodation, or of supply of light, water, medical attendance or other amenity, or of any service or of any concessional supply of foodgrains or other articles; (iii) any travelling concession; but does not include (a) any bonus, (b) any contribution paid or payable by the employer to any pension fund or provident fund of the benefit of the workman under any law for the time being in force; (c) and gratuity payable on the termination of his service". So wages means all remuneration which is only a formal version of payment which is "recompense for services rendered". Further, even the Company's Standing Order No. 8 mentions that wage consists of the basic wage plus approved rate of dearness allowance plus such allowances including the cash equivalent of the advantage accruing through the sale on a concessional basis of foodgrains and other articles as persons employed in a mine may, for the time being, be entitled but does not include a Bonus." This also shows that allowances are included in the wages. The workers have let in the evidence of W.Ws. 1 and 2 to the effect that the Ward Boys and Ayahs working in the main hospital were paid T.B. allowance, operation theatre allowance, X-Ray room allowance, laboratory allowance and that irrespective of the ward in which they were working the Ward Boys and Ayahs working in the main hospital and had passed the test were paid test allowance of Rs. 3 per month since about 1955. The nature of the test that the ward boys and Ayahs should pass was mostly oral and some times they were asked to demonstrate. This is spoken to even by M.W. 1. According to M.W. 1, a doctor who was working in the main hospital and had been an examiner the test was conducted by a panel of Doctors of the Company's main hospital with the object of testing the knowledge of the concerned ward boys and ayahs in regard to the first aid in a case of hamorrhage etc. in cases of bleeding or in case of burns etc. The purpose of the test was to find out whether the examinee was better equipped than the others in the same category and to select efficient ward boys and ayahs, who will be capable of doing the duties of nurses in the absence of nurses. It is in the evidence of W.W. 1, a ward boy working in the main hospital at Kothagudem since 1953, that the test allowance of Rs. 3 per month was paid since 1955 to all those ward boys and ayahs who passed the test and that he too was paid the test allowance of Rs. 3 per month irrespective of the ward in which they were working till the end of 1967 separately from the salary, i.e., before 10th of every succeeding month. He, however, stated that they came to know in February, 1968 that the test allowance was stopped. It is also in the evidence of W.W. 1 and M.W. 2 that the other allowances, such as X-Ray room allowance, operation theatre allowance, laboratory allowance, etc., were paid to the ward boys and ayahs working in those wards as long as they worked in those wards and that those allowances are being paid even now. According to M.W. 2, the allowances, other than test allowance, are being paid because the duties they perform are more hazardous than those working in the other wards. For instance M.W. 2 says, that the ward boys and ayahs working in the X-Ray theatre will be exposed to X-rays, the ward boys working in laboratories will have to come in contact with chemicals used in the laboratories where all kinds of tests in connection with the infectious diseases are performed and ward boys and ayahs working in a theatre will have to come into contact with people suffering from infectious diseases, and therefore those allowances are paid even now. One of the reasons as to why the test allowance is stopped, as given out by M.W. 2, is that the ward boys and ayahs who were paid test allowance mostly work in the general wards and so he wants us to understand that their work is not as hazardous as that of the other ward boys and ayahs working in the wards mentioned above. However, he admitted that even the ward boys and ayahs working in general wards will have to come in contact with urine, bedpans etc and have to attend upon patients in the general wards. It will be noticed here that it is not suggested to W.W. 1 or W.W. 2 that the test allowance was not paid from 1955 to the ward boys and ayahs who had passed the test. Neither M.W. 1 nor M.W. 2 has denied that the test allowance of Rs. 3 was paid from 1955 till the end of December, 1967 to those ward boys and ayahs who had passed the test. The main ground upon which the management stopped payment of test allowance, according to M.W. 2, is that the General Manager issued a Circular dated 14th September 1969 (Ex. M.3) to the effect that none of the old concessions etc. should be continued after the implementation of the Wage Board recommendations unless specifically sanctioned otherwise by the

Management. According to M.W.2, this circular was given the widest publicity as it was put upon all notice boards of all pits and departments of all the Collieries. Even according to M.W.2, the test allowance was stopped because of the increased wages on account of the implementation of the Wage Board recommendations. But he admitted that the laboratory allowance, X-ray allowance and theatre allowance were paid even subsequent to the implementation of the Wage Board recommendations under sanction by the General Manager in spite of the increase in wages of all workers as in the case of ward boys and ayahs. He also stated that he himself had given the copies of the circular in question to all the Secretaries of the Unions. However, he admitted that there was nothing in writing to prove that he had served the copies of the said circulars upon the Secretaries of the Unions. He also admitted that the copies of the circulars were not served upon individual ward boys and ayahs, who were being paid test allowance till it was stopped. He says that the financial position of the Company is not sound as it was running at a loss for a number of years and fixed Ex./M. 4 the statement prepared with the help of the balance-sheets from 1965-66 to 1969-70 to show that the Company was running at a loss all these years. But it would be relevant to note that 24 Ward Boys and 21 Ayahs in the Main Hospital were the only persons who were paid the test allowance.

8. It is contended for the workmen that the main ground on which the payment of the test allowance had been stopped viz., due to the increase in wages after the implementation of the Wage Board recommendations, is unsound and unreasonable. It is submitted that the evidence of W.W.1 discloses that in spite of the fact that there was an increase of Rs. 20 per month in his wages after the Majumdar Award in 1956, the circumstance that he was paid the test allowance till the implementation of the Wage Board recommendations proves the hollowness of the ground on which the payment of test allowance is stopped. It is elicited in the cross examination of W.W.1 that he got a benefit of Rs. 50 per month on account of the implementation of the Wage Board recommendations. But it will be noted that the S. C. Co. Ltd. is yet paying the other allowances such as X-ray allowance, laboratory allowance and the theatre allowance, etc. to the ward boys and ayahs working in the X-ray room, laboratory and theatre respectively. Therefore the reason for stopping the payment of test allowance of Rs. 3 per mensem viz., that there has been increase in the wages of the ward boys and ayahs after the implementation of the Wage Board recommendations—appears to me to be quite unsound and unreasonable. But M.W.1 and M.W.2 say that a circular dated 14th September 1967 Ex. M. 3 had been issued by the General Manager of the Company giving notice to all the workmen, that none of the old allowances, concessions etc. should be continued after the implementation of the Wage Board recommendations unless specially sanctioned otherwise by the management and that that circular had been given widest publicity and put up on all notice boards and notice boards of all pits and departments of the Collieries. M.W.2 further stated that copies of the above circular were sent to the Unions. As stated already he asserted that he had given copies of the said circular to all the Secretaries of the Unions, but on his own showing he was unable to produce any documentary proof to substantiate his assertion that he had given copies of the circular to the Secretaries of the Unions. However, even M.W.2 admitted that the copies of the circular, Ex. M3, were not served upon the concerned ward boys and ayahs prior to the stoppage of the test allowance. Admittedly, M.W.1 did not know if copies of the circular Ex. M3 were served upon the concerned ward boys and ayahs prior to the stoppage of the test allowance. It is further in his evidence that he made enquiries in the main hospital before he came to give evidence in this dispute before this Tribunal. Hence he did not know anything about allowances etc. However, he asserted that he has been the circular in question having been pasted on the notice board. How and why he was able to remember that the circular dated 14th September 1967 had been pasted on the notice board in spite of such a long lapse of time is not explained. On his own showing he had nothing to do with the administrative functions in the Company. Needless to say that because M.W.1 who was an employee of the Company was asked to give evidence in the instant case on behalf of the Management, he had gone to the office of the main hospital and had known what he had to say in support of the management. Hence implicit faith cannot be based on the evidence of M.W.1 in this regard.

9. Admittedly, test allowance of Rs. 3 was paid regularly since about 1953 to the ward boys and ayahs who had passed the test and were working in the main hospital and payment of the test allowance was stopped from the month of January, 1968. Hence it had become a condition of service. The learned counsel for the workmen submits that the procedure prescribed in Section 9A of the I.D. Act

of 1947 had not been observed by the Management inspite of the fact that there was a change in the conditions of service in respect of the concerned ward boys and ayahs working in the main hospital. Section 9A of the Act reads thus:—

9-A Notice of change.—No employer, who proposes to effect any change in the conditions of service applicable to any workman in respect of any matter—specified in the Fourth Schedule, shall effect such change:—

(a) without giving to the workmen likely to be affected by such change a notice in the prescribed manner of the nature or the change proposed to be effected; or

(b) within twenty-one days of giving such notice:

Provided that no notice shall be required for effecting any such change:—

(a) where the change is effected in pursuance of any settlement, award or decision of the Appellate Tribunal constituted under the Industrial Disputes (Appellate Tribunal) Act, 1950; or

(b) Where the workmen likely to be affected by the change are persons to whom the Fundamental and Supplementary Rules, Civil Services (Classification, Control and appeal) Rules, Civil Services (Temporary Service) Rules, Revised Leave Rules, Civil Service Regulations, Civilians in Defence Services (Classification, Control and Appeal) Rules, or the Indian Railway Establishment Code or any other rules or regulations that may be notified in this behalf by the appropriate Government in the Official Gazette, apply.

The fourth Schedule of the Act mentions conditions of service for change of which notice is to be given. It shows that when wages including the period and the mode of payment (Item 1) and compensatory and other allowance (Item 3) are to be changed, notice is to be given. According to the provisions of Section 9A, the employer cannot change the conditions of service in regard to payment of allowances which had become a condition of service without giving notice to workmen likely to be affected by such change, in the prescribed manner of the nature of the change proposed to be effected. Further, a change in the conditions of service affecting the concerned workmen prejudicially should only be effected by giving 21 day notice in the prescribed manner in Form E under Rule 34 of the Industrial Disputes Act (Central) Rules of 1957. It is of materially to note that Rule 34 of the Central Rules of 1957 prescribes that a copy of the notice in Form E should be served by registered post on the Secretary of the Union where there was a registered trade union of workmen. Admittedly, there was a Workers Union in the Company. Neither M.W.1 nor M.W.2 stated that such a notice had been sent to the Secretary of the Union by registered post. No proof of such notice having been issued by registered post copy of which was served on the Secretary of the Union is placed on record. Therefore even assuming that the Management of the S. C. Co. Ltd., had pasted the circular Ex. M. 3 on the notice boards, the requirements of Section 9A have not been satisfied. It follows therefore that the action of the management of the S.C. Co. Ltd., in stopping the payment of Rs. 3 p.m. which was paid as test allowance from 1955 till the end of December, 1967, without following the prescribed procedure as mentioned above is illegal. Mr. K. Srinivasamurthy for the Company argued that the form of notice issued was immaterial and that it would be the substance that matters and that Ex. M3 satisfies the requirements of law. I am unable to agree with him as no notice had been issued to the parties affected and the Secretary of the Union was not sent a notice as required under Rule 34, or a copy of Ex. M.3 by registered post. I do not believe the evidence of M.W.2 that he had served copies of Ex. M.3 upon the Secretaries of the Unions without obtaining acknowledgment. Even assuming it to be true it is not in conformity with Rule 34 of the Central Rules. The Supreme Court has observed in the decision in Workmen of D.C.G.M. Vs. D.C.G.M. Limited, A.I.R. 1970 Supreme Court 1851 at 1857 that section 38 of the I.D. Act empowers the appropriate Government to make rules for the purpose of giving effect to the provisions of the Act and that the Rules made by the Central Government appear to have full force of law of which judicial notice has to be taken. In the light of this observation of the Supreme Court and the non-observance of the procedure prescribed under Section 9A of the Act and Rule 34 of the Central Rules, I hold that the action of the Management of the S.C. Co. Ltd., in stopping the payment of test allowance is illegal.

10. Ex. M.3 and the evidence of M.W.2 show that because higher wages were paid after the implementation of the Wage Board recommendations and wage rates

and allowances that were drawn on or after 15th of August, 1967 would automatically be adjusted against the new wage scales, allowances etc. and necessary modifications in the scheme of incentives had become necessary. In paragraph 1 of Ex. M.3 it is mentioned that none of the old allowances, concessions, etc. should be continued after the implementation of the Wage Board unless specifically sanctioned otherwise by the management. But in paragraph 10 of Chapter 18 of the Wage Board Recommendations, it is stated that all the existing higher and better rates of wages, allowances and emoluments, service conditions, facilities and amenities which are more than those recommended by them should be protected. Thus, relying upon the above observations of the Wage Board Sri Lakshmana Rao for the Workmen urges that even the Wage Board recommended that allowances and other service conditions facilities and amenities which were paid previously should be continued even after the implementation of the recommendations of the Wage Board and that from any point of view the action of the Management in stopping the payment of Rs. 3 as test allowance to the ward boys and ayahs who had passed the test was not justifiable. Mr. K. Srinivasamurthy argued that Wage Board recommendations are not binding upon the Tribunal and that the Government of India did not accept the contents of Chapter 18 of the Wage Board Recommendations. It is well settled that the Wage Board Report merely contains the recommendations of the Board for implementation by the Management and that it is neither an award nor a settlement nor a contract conferring any enforceable right on an employee. So it would not be open to the employees to contend that because the Wage Board Report had been implemented in some manner, they acquired a right to base their claim on the Wage Board Recommendations. Even accepting the above submission made by Sri K. Srinivasamurthy, still there is the non-observance of the provisions of Section 9A of the Act and Rule 34 of the Central Rules framed under the Act. As observed already the Central Rules have the force of law. Hence the action of the Management in stopping the payment of test allowance is illegal.

11. It is then argued for the Company that what has been paid is not a bare subsistence wage and so the concerned workmen cannot claim test allowance as of right. It is further submitted that the payment of test allowance to the concerned workmen would amount to an additional financial burden to the Company, however small it might be, and that the total wage packet of the ward boys and ayahs in Government Hospitals in the region is less than the total wage packet of the concerned in the instant case and that therefore the Tribunal should not allow the claim of the workmen. In this connection it is pointed out that W.W.1 was getting only Rs. 60 in 1956. So he was paid Rs. 3 as test allowance. But as his total wage packet now amounted to Rs. 180 per month after the implementation of the Wage Board recommendations, there is a substantial increase in the total wage packet. He further urged that according to M.W.1 ward boys and ayahs in Government Hospitals in the region were in the grade of Rs. 60—100 and some allowances were paid to them in addition and that the total wage packet of a ward boy or an ayah in Government Hospital might be about Rs. 148 and that the total wage packet of ward boys and ayahs in the main hospital of the Company compares favourably with their counter-parts in Government Service. So it is submitted that the Tribunal should not allow the claim of the ward boys and ayahs in question. Further, it is submitted that it would throw additional financial burden upon the Company. Stress is laid upon the evidence of M.W.2 that the Singareni Collieries Company Limited is suffering losses from 1965-66 to 1969-70 as is seen from Ex. M.4 which gives out the overall financial position of the Company from 1965-66 to 1969-70. Ex. M.4 was signed by the Chief Personnel Officer Sri Bhaskara Chary. It is true that the capacity of the industry to pay is one of the essential ingredients in fixing the wages or in throwing the additional financial burden upon the Company. It has been laid down in *Express News Papers (P) Ltd., Vs. Union of India*, by Bhargwati, J., with respect to the capacity of the industry to pay in the matter of fixation of wages:

- (1) In the fixation of rates of wages which include within its compass the fixation of scales of wages also, the capacity of the industry to pay is one of the essential circumstances to be taken into consideration except in cases of bear subsistence or minimum wages where the employer is bound to pay the same irrespective of such capacity.
- (2) The capacity of the industry is to be considered on an industry-cum-region basis after taking a fair cross section of the industry.
- (3) Proper measures for gauging the capacity of the industry to pay should be taken into account. The elasticity of demand for the product, the possibility of tightening up of the organisation so that industry could

give higher wages without difficulty and the possibility of increase in the efficiency of the last paid workers resulting in increase in production should be considered in conjunction with the elasticity of demand for the product. No doubt, the ultimate background of the burden of the increase wage should not be such as to drive the employer out of business.

In the instant case there is absolutely no specific evidence or authentic material is placed on record to show that the wages paid in the Company are more than those in the region in which the S. C. Co. Ltd., is situated. M.W.1 stated that the total wage packet of ward boys and ayahs in Government hospitals might be Rs. 148. In fact he stated that some allowances have been paid to them. What those allowances are and what amount was paid towards those allowances he has not stated. He has no personal knowledge about it. None connected with the Government Hospital is also examined. There is no evidence that a comparable industry is existing in the region so as to consider the capacity of the industry on an industry-cum-region basis after taking a fair cross section of the industry. That apart, it is an admitted fact that the test allowance of Rs. 3 was paid regularly month after month and year after year for many years from 1955 till the end of 1967 to all those ward boys and ayahs who had passed the test and working in the main hospital till it was stopped in 1968. It is sufficient to establish the workmen's case that the payment of Rs. 3 as test allowance to ward boys and ayahs had become a part of their conditions of service. That apart, it is also in evidence on record that only 24 ward boys and 21 ayahs were being paid the above allowance among the employees in the main hospital and it is to be noted that the amount paid as test allowance was only Rs. 3 per head per month. So, the amount which has to be paid as test allowance to the concerned ward boys and Ayahs, a total, will come to Rs. 135 per month. The daily wage bill for 1969 according to M.W.2 was about Rs. 4 lakhs and odd. That being so, I do not think that payment of Rs. 135/- per month would amount to a heavy financial burden upon the Company and that it could be said with any force that it is likely to lead to the closure of the business, which may be more detrimental to the workmen themselves if payment of test allowance is to be revived now. In this connection Mr. Srinivasamurthy argued on the basis of the decision of Gopal Row Ekbote, J., in W.P.No. 2787 of 1969 that in view of the fact that the Company is running at heavy loss continuously from 1965-66 to 1969-70 and as there are no immediate signs of its making any profit, the claim of the ward boys and ayahs in the instant case should not be allowed. The facts mentioned in the case which was the subject matter of W.P. No. 2787 of 1969 are quite different from the facts of the instant case and that case can be easily distinguished. That was a case where free transport facilities were given to some of the employees who were appointed prior to 1st March, 1967 as there were no buses plying to the project site then, and persons who were appointed subsequent to 1st March, 1967 wanted those facilities to be extended to them. It appears that persons who were appointed subsequent to 1st March, 1967 were informed that they will not be given facility of free transport and they agreed to it and accepted the appointment. From 1st November, 1967 the Road Transport Corporation was plying buses from the city to the project site. If the free transport facility is to be extended to the others also, an additional expenditure of Rs. 2,49,000 and odd would be involved. Further the Company was incurring heavy losses. In 1967-68 the losses increased. The free transport facilities were given before the factory went into production and there was no practice in the region for providing such free transport facilities to workers. Further that facility had been given out of compulsion of the events and as stated already there was no necessity subsequently for providing free transport facilities as the Road Transport Corporation had made arrangements to ply buses and transport was cheaply available to the workers. It was held that in view of the subsequent change in the circumstances detailed above and the huge financial involvement in the process of extending the facility to other workers appointed after 1st March, 1967, the Public Sector Undertaking, which was already running into heavy losses with no signs of its making any profit in the immediate future, cannot be asked to bear the additional burden. In the circumstances it was held that the demand was not reasonable. As stated already, the facts of the instant case are quite different. The Ward Boys and Ayahs, who had passed the test, were previously paid this allowance for a number of years regularly. It had become almost a condition of service. Further, other allowances were being continued in spite of the losses. What is more, it does not involve a heavy financial burden which would necessitate the closure of the business of the Company or even affect them prejudicially to a great extent. Having regard to the heavy daily wage bill of the Company, the financial



involvement in paying the test allowance of Rs. 3 per month to 45 persons cannot be said to drive the Company to close its business or make it difficult to pay the amount. In other words, it cannot, in any sense, be called an additional heavy burden upon the Company. For these reasons, I hold that the action of the Singareni Collieries Company Limited, Kothagudem was unjustified in withdrawing the test allowance to the Ward Boys and Ayahs of Kothagudem Main Hospital with effect from 1st January, 1968, and I also hold that this is illegal. The concerned Ward Boys and Ayahs will be entitled to the test allowance from 1st January, 1968 at the usual rate and in future also it will be applicable to all those Ward Boys and Ayahs who pass the test and work in the main hospital.

Award is passed accordingly.

Dictated to the Stenographer transcribed by him and corrected by me and given under my hand and the seal of the Tribunal, this the 30th day of January, 1971.

(Sd.) Illegible  
Industrial Tribunal.

*Appendix of Evidence*

Witnesses examined for Workmen		Witnesses examined for Employers	
W.W. 1	K. Narasimhamurthy	M.W. 1	Dr. K. R. Chandrasekhar.
W.W. 2	N. Atchiah	M.W. 2	M. V. Ramakrishna Rao.
Documents exhibited for workmen		Documents exhibited for Employers :	
NIL		Ex. M1	Pay fixation of K. Narasimhamurthy.
		Ex. M2	Pay fixation of N. Atchiah.
		Ex. M3	Circular issued by the Singareni Collieries Co. Ltd., dated 14-9-1967 regarding wage structure and new conditions of services under the Wage Board recommendations.
		Ex. M4	Over all picture of Financial position of the Company from 1965 to 1970.

(Sd.) Illegible,  
Industrial Tribunal.  
[No. 7/22/68-LR.II.]

*New Delhi, the 19th February 1971*

S.O. 969.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 3), Dhanbad, in the industrial dispute between the employers in relation to the management of Kharkharee Colliery of Messrs Bharat Mining Corporation Limited, Post Office Kharkharee, District Dhanbad and their workmen, which was received by the Central Government on the 12th February, 1971.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 3), DHANBAD**

**REFERENCE NO. 72 OF 1969.**

**PRESENT:**

Shri Sachidanand Sinha, M.A., M.L., Presiding Officer.

**PARTIES:**

Employers in relation to Kharkharee Colliery.

**Vs.**

Their workmen.

**APPEARANCES:**

*For Employer.*—Sri P. K. Bose, Advocate.

*For workmen.*—Sri R. Mitra, Secretary, Bihar Koyala Mazdoor Sabha.

INDUSTRY: Coal.

STATE: Bihar.

Dhanbad, the 3rd February, 1971

### AWARD

1. Central Government, being of opinion that an industrial dispute exists between the employers in relation to the management of Kharkharee Colliery of M/s. Bharat Mining Corporation Limited, Post Office Kharkharee, District Dhanbad and their workmen, by its Order No. 2/137/69-LRII, dated the 4th October, 1969 referred under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the Schedule annexed thereto. The schedule is extracted below:

### SCHEDULE

"Whether the management of Kharkharee Colliery of Messrs Bharat Mining Corporation Limited, Post Office Kharkharee (Dhanbad), was justified in refusing work to Shri Sekh Dil Mohammad, Explosive Carrier/Stone-cutter, with effect from the 3rd October, 1968? If not, to what relief is he entitled?"

2. Employers filed their written statement on 15th December, 1969. Shri R. Mitra, Secretary, Bihar Koyala Mazdoor Sabha filed written statement for and on behalf of the workmen concerned on the 24th March, 1970. However I need not to discuss respective stand of the parties since the matter has been settled amicably through a compromise.

3. Parties have filed a joint petition of compromise which has been verified by Sri R. Mitra and Sri A. Sharma, Secretaries of Bihar Koyala Mazdoor Sabha for and on behalf of the workmen and by Shri S. C. Jain Director for and on behalf of the employers duly attested by Shri P. K. Bose, Advocate. The joint memorandum of compromise contains the terms of the settlement.

4 Both the parties have submitted before me that the terms of settlement finally resolve the dispute under reference and that the workmen concerned have no other or further claim against the employers on any other account. They prayed that an award in terms of the memorandum of compromise be accordingly granted.

5. The terms of compromise appear to be fair and reasonable and are accepted. Accordingly I pass an award in the terms of memorandum of compromise which is attached herewith as Annexure 'A'.

6. This is my award. It may now be submitted to the Central Government under Section 15 of the Industrial Disputes Act, 1947.

(Sd.) SACHIDANAND SINHA,  
Presiding Officer.

### ANNEXURE 'A'

BEFORE THE PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT (NO. 3).  
AT DHANBAD.

REFERENCE NO. 72 OF 1969.

Employers in relation to the management of Kharkharee Colliery of Messrs Bharat Mining Corporation Limited.

Vs.

Their workmen.

The aforesaid parties beg to submit as under:—

1. That without prejudice to the contentions of the parties contended in their respective written statements the above dispute has been amicably settled on the following terms:—

- (a) that the services of Shri Sekh Dil Mohammad, Stone Cutter, the workman concerned in the present reference will stand terminated w.e.f. 3rd October, 1968.
- (b) that the Employers will pay the workman compensation as if retrenched as on 3rd October, 1968.
- (c) that the Employers will also pay a lump sum of Rs. 250 (Rupees two hundred fifty only) as *ex-gratia* payment.

- (d) that the workman will also be paid other arrear dues if any upto 3rd October 1968.
- (e) that the above payments, namely, the retrenchment compensation, the lump sum ex-gratia payment and other dues will be paid within a week from the date of the settlement.
- (f) that the workman Shri Sekh Dil Mohamad, will handover vacant possession of the quarter occupied by him before receipt of the aforesaid dues.
- (g) that the workman will have no other or further claim against the Employers on any other account.
- (h) that the above terms of settlement finally resolves the terms of dispute of the present reference.

That it is, therefore, humbly prayed that the above terms of settlement may be recorded and an Award passed in terms thereof.

*For Workmen.*

R. MITRA, Secretary  
and

A. SHARMA, Secretary,  
Bihar Koyala Mazdoor Sabha.

*For Employers.*

S. C. JAIN, Director.

Bharat Mining Corp. Ltd.

[No. 2/137/69-LRII.]

**S.O 970.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 3), Dhanbad, in the industrial dispute between the employers in relation to the management of Kharkharee Colliery of Messrs Bharat Mining Corporation Limited, Post Office Kharkharee, District Dhanbad, and their workmen, which was received by the Central Government on the 12th February, 1971.

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 3, DHANBAD

(REFERENCE NO. 65 OF 1969)

#### PRESENT:

Shri Sachidanand Sinha M.A. M.L., Presiding Officer.

#### PARTIES:

Employers in relation to the Kharkharee Colliery.

*Vs.*

Their workmen.

#### APPEARANCES:

*For Employers.*—Shri P. K. Bose, Advocate.

*For Workmen.*—Sri R. Mitra, Secretary Bihar Koyala Mazdoor Sabha.

INDUSTRY: Coal

STATE: Bihar.

Dhanbad, the 5th February, 1971.

#### AWARD

1. The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the management of Kharkharee Colliery of Messrs Bharat Mining Corporation Limited, Post Office Kharkharee, District Dhanbad and their workmen by its Order No. 2/131/69-LRII dated the 12th September, 1969 referred under section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the Schedule annexed thereto. The schedule is extracted below.

#### SCHEDULE

"Whether the action of the management of Kharkharee Colliery of Messrs Bharat Mining Corporation Limited in Laying off the under mentioned workmen with effect from the date shown against each for indefinite period is justified? If not, to what relief are the workmen concerned entitled?"

Name	Designation	Date from which laid off
1. Shri Ramorasad Gop . . . . .	Prop. Mazdoor	30-6-1968
2. Sri Baldeo Gop . . . . .	Do.	30-6-1968
3. Sri Ramashankar Gop . . . . .	Do.	25-8-1968
4. Sri Baijnath Gop . . . . .	Do.	20-7-1968

2. Employers filed their written statement on 15th December 1969. Shri R. Mitra, Secretary, Bihar Koyala Mazdoor Sabha filed written statement for and on behalf of the workmen concerned on the 4th December, 1969. However I need not to discuss respective stand of the parties since the matter has been settled amicably through a compromise.

3. Parties have filed a joint petition of compromise which has been verified by Shri R. Mitra and Shri A. Sharma, Secretaries of Bihar Koyala Mazdoor Sabha for and on behalf of the workmen and by Shri S. C. Jain, Director for and on behalf of the employers duly attested by Shri P. K. Bose, Advocate. The joint memorandum of compromise contains the terms of the settlement.

4. Both the parties have submitted before me that the terms of settlement finally resolve the dispute under reference and that the workmen concerned have no other or further claim against the employers on any other account. They prayed that an award in terms of the memorandum of compromise be accordingly granted.

5. The terms of compromise appear to be fair and reasonable and are accepted. Accordingly I pass an award in the terms of memorandum of compromise which is attached herewith as Annexure 'A'.

6. This is my award. It may now be submitted to the Central Government under Section 15 of the Industrial Disputes Act, 1947.

(Sd.) SACHIDANAND SINHA,  
Presiding Officer.

#### ANNEXURE 'A'

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT (NO. 3)  
AT DHANBAD.

REFERENCE No. 65 OF 1969.

Employers in relation the management of Kharkharee Colliery of Messrs Bharat Mining Corporation Limited.

Vs.

Their workmen

The aforesaid parties beg to submit as under:—

1. That without prejudice to the contentions of the parties contended in their respective written statements the above dispute has been amicably settled on the following terms:—

- that the services of S/Shri Ram Pd. Gop (Pro. Mazdoor), Baldeo Gop (Prop. Mazdoor), Ram Shanker, (Prop. Mazdoor) and Baijnath Gop (Line Mazdoor) will stand terminated w.e.f. 30th June 1968, 30th June 1968, 25th August 1968 and 20th July 1968 respectively.
- that the Employers will pay the workmen compensation as if retrenched on the respective dates mentioned above.
- that the Employers will also pay a lump sum of Rs. 250 (Rupees two hundred fifty only) as ex-gratia payment.
- that the workmen will also be paid other arrear dues if any upto the respective dates mentioned above.
- that the above payments, namely, the retrenchment compensation, the lump sum ex-gratia payment and other dues will be paid within a week from the date of the settlement.
- that the workmen mentioned above will handover vacant possession of the quarter occupied by them before receipt of the aforesaid dues.
- that the workmen will have no other or further claim against the employers on any other account.
- that the above terms of settlement finally resolves the terms of dispute of the present reference.

That it is, therefore, humbly prayed that the above terms of settlement may be recorded and an Award passed in terms thereof.

For Workmen.

R. MITRA, Secretary.  
and

A. SHARMA, Secretary,  
Bihar Koyala Mazdoor Sabha.

For Employers.

S. C. JAIN, Director.

Bharat Mining Corp. Ltd.

**S.O. 971.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 3), Dhanbad, in the industrial dispute between the employers in relation to the management of Kharkharee Colliery of Messrs Bharat Mining Corporation Limited, Post Office Kharkharee, District Dhanbad and their workmen, which was received by the Central Government on the 12th February, 1971.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 3), DHANBAD**

**REFERENCE No. 101 of 1969**

**PRESENT:**

Shri Sachidanand Sinha, M.A. M.L. Presiding Officer.

**PARTIES:**

Employers in relation to Kharkharee Colliery.

*Vs.*

Their workmen.

**APPEARANCES.**

*For Employers.*—Sri P. K. Bose, Advocate.

*For Workmen.*—Sri R. Mitra, Secretary, Bihar Koyala Mazdoor Sabha.

**INDUSTRY:** Coal.

**STATE:** Bihar.

*Dhanbad, dated the 4th February 1971*

**AWARD**

1. The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the management of Kharkharee Colliery of M/s. Bharat Mining Corporation Limited, Post Office Kharkharee, District Dhanbad and their workmen, by its order No. 2/56/68-LRII, dated the 16th December, 1969 referred under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the Schedule annexed thereto. The schedule is extracted below:

**SCHEDULE**

“Whether the action of the management of Kharkharee Colliery of Messrs Bharat Mining Corporation Limited, Post Office Kharkharee, District Dhanbad, in imposing idleness on Shri Ailm Mian, Roof Dresser, with effect from the 7th September, 1967, was justified? If not, to what relief is the workman entitled?”

2. Employers filed their written statement on 20th January 1970. Shri R. Mitra, Secretary, Bihar Koyala Mazdoor Sabha filed written statement for and on behalf of the workmen concerned on the 24th March, 1970. However I need not discuss respective stand of the parties since the matter has been settled amicably through a compromise.

3. Parties have filed a joint petition of compromise which has been verified by Sri R. Mitra and Sri A. Sharma, Secretaries of Bihar Koyala Mazdoor Sabha for and on behalf of the workmen and by Shri S. C. Jain, Director for and on behalf of the employers duly attested by Sri P. K. Bose, Advocate. The joint memorandum of compromise contains the terms of the settlement.

4. Both the parties have submitted before me that the terms of settlement finally resolve the dispute under reference and that the workmen concerned have no other or further claim against the employers on any other account. They prayed that an award in terms of the memorandum of compromise be accordingly granted.

5. The terms of compromise appear to be fair and reasonable and are accepted. Accordingly I pass an award in the terms of memorandum of compromise which is attached herewith as Annexure ‘A’.

6. This is my award. It may now be submitted to the Central Government under Section 15 of the Industrial Disputes Act, 1947.

(Sd.) SACHIDANAND SINHA,  
Presiding Officer.

ANNEXURE 'A'

BEFORE THE PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT (NO 3)  
AT DHANBAD

REFERENCE No. 101 OF 1969

Employers in relation to the management of Kharkharee Colliery of Messrs Bharat Mining Corporation Limited,

Vs.

Their workmen.

The aforesaid parties beg to submit as under:—

1. That without prejudice to the contentions of the parties contended in their respective written statements the above dispute has been amicably settled on the following terms:—

- (a) that the services of Shri Alim Mian, Roof Dresser, the workman concerned in the present reference, will stand terminated w.e.f. 7th September, 1967.
- (b) that the employers will pay the workman compensation as if retrenched as on 7th September, 1967.
- (c) that the employers will also pay a lump sum of Rs. 250 (Rupees two hundred fifty) only as ex-gratia payment.
- (d) that the workman will also be paid other arrear dues if any upto 7th September, 1967.
- (e) that the above payments, namely, the retrenchment compensation, the lump sum ex-gratia payment and other dues will be paid within a week from the date of settlement.
- (f) that the workman Shri Alim Mian, will handover vacant possession of the quarter occupied by him before receipt of the aforesaid dues.
- (g) that the workman will have no other or further claim against the employers on any other account.
- (h) that the above terms of settlement finally resolves the terms of dispute of the present reference.

That it is, therefore, humbly prayed that the above terms of settlement may be recorded and an award passed in terms thereof.

For Workmen.

R. MITRA, Secy.

& A. SHARMA, Secy.

Bihar Koyala Mazdoor Sabha.

For Employer.

S. C. JAIN,

Director,

Bharat Mining Corp. Ltd.

[No. 2/56/68-LR.II],

S.O. 972.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (144 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, (No. 3) Dhanbad, in the industrial dispute between the employers in relation to the management of Kharkharee Colliery of Messrs Bharat Mining Corporation Limited, Post Office Kharkharee, District Dhanbad and their workmen, which was received by the Central Government on the 12th February, 1971.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 3)  
DHANBAD

REFERENCE No. 48 OF 1969

PRESENT:

Shri Sachidanand Sinha, M.A.M.L.,—Presiding Officer.

PARTIES:

Employers in relation to Kharkharee Colliery.

Vs.

Their workmen.

**APPEARANCES:**

*For Employers.*—Sri P. K. Bose, Advocate.

*For workmen.*—Shri R. Mitra, Secretary, Bihar Koyala Mazdoor Sabha.

**INDUSTRY:** Coal.

**STATE:** Bihar.

*Dhanbad, dated the 2nd February, 1971*

**AWARD**

1. The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the management of Kharkharee Colliery of M/s. Bharat Mining Corporation Limited, Post Office Kharkharee, District Dhanbad and their workmen, by its order No. 2/106/69-LRII, dated the 11th November, 1969, referred under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the Schedule annexed thereto. The schedule is extracted below:

“Whether the action of the management of Kharkharee Colliery of Messrs Bharat Mining Corporation Limited Post Office Kharkharee, District Dhanbad in rendering Shri Ramjan Mian, Prop Mistry idle with effect from the 6th November, 1968 is justified? If not, to what relief is the workman concerned entitled?”

2. Employers filed their written statement on 15th September, 1969. Shri R. Mitra, Secretary, Bihar Koyala Mazdoor Sabha filed written statement for and on behalf of the workmen concerned on the 8th October, 1969. However I need not to discuss respective stand of the parties since the matter has been settled amicably through a compromise.

3. Parties have filed a joint petition of compromise which has been verified by Sri R. Mitra, Secretary Bihar Koyala Mazdoor Sabha for and on behalf of the workmen and by Shri S. C. Jain Director for and on behalf of the employers duly attested by Shri P. K. Bose, Advocate. The Joint memorandum of compromise contains the terms of the settlement.

4. Both the parties have submitted before me that the terms of settlement finally resolve the dispute under reference and that the workmen concerned have no other or further claim against the employers on any other account. They prayed that an award in terms of the memorandum of compromise be accordingly granted.

5. The terms of compromise appear to be fair and reasonable and are accepted. Accordingly I pass an award in the terms of memorandum of compromise which is attached herewith as Annexure ‘A’.

6. This is my award. It may now be submitted to the Central Government under Section 15 of the Industrial Disputes Act, 1947.

(Sd.) SACHIDANAND SINHA,  
Presiding Officer.

**ANNEXURE ‘A’**

**BEFORE THE PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT (NO. 3) AT DHANBAD**

**REFERENCE NO. 48 OF 1969**

Employers in relation to the management of Kharkharee Colliery of Messrs Bharat Mining Corporation Limited,

**Vs.**

Their workmen.

The aforesaid parties beg to submit as under:—

1. That without prejudice to the contentions of the parties contend in their respective written statements the above dispute has been amicably settled on the following terms:—

(a) that the services of Shri Ramjan Mian, the workman concerned in the present reference will stand terminated w.e.f. 6th November, 1968.

- (b) that the Employers will pay the workman compensation as if retrenched as on 6th November, 1968.
- (c) that the Employers will also pay a lump sum of Rs. 250 (Rupees Two hundred fifty only) as ex-gratia payment.
- (d) that the workman will also be paid other arrear dues if any upto 6th November, 1968.
- (e) that the above payments, namely, the retrenchment compensation, the lump sum ex-gratia payment and other dues will be paid within a week from the date of the settlement.
- (f) that the workman Shri Ramjan Mia will handover vacant possession of the quarter occupied by him before receipt of the aforesaid dues.
- (g) that the workman will have no other or further claim against the employers on any other account.
- (h) that the above terms of settlement finally resolves the terms of dispute of the present reference.

That it is, therefore, humbly prayed that the above terms of settlement may be recorded and an Award passed in terms thereof.

For workmen.

R. MITRA, Secretary.

A. SHARMA, Secretary

Bihar Koyala Mazdoor Sabha.

For employers.

S. C. JAIN,

Director

Bharat Mining Corp. Ltd.

[No. 2/106/69-LR.II]

*New Delhi, the 20th February 1971*

**S.O. 973.**—Whereas an industrial dispute exists between the management of New Satgram Colliery, Post Office Devchandnagar, District Burdwan (hereinafter referred to as the said employers) and their workmen represented by the Colliery Mazdoor Congress (HMS), Post Office Asansol, District Burdwan (hereinafter referred to as the union);

And whereas the said employers and the union have by a written agreement in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to arbitration of the persons specified therein, and a copy of the said agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement.

FORM 'CP'

(See Rule 7)

AGREEMENT

(Under Section 10A of the Industrial Disputes Act. 1947.)

BETWEEN

NAME OF THE PARTIES:

*Representing employers.*—Shri S. M. Singh, Chief Personnel Officer New Satgram Colliery, P.O. Devchandnagar, Distt. Burdwan.

*Representing workmen.*—Shri T. N. Sukhla, General Secretary, Colliery Mazdoor Congress (HMP), Ushagram, P.O. Asansol, Distt. Burdwan.

It is hereby agreed between the parties to refer the following industrial dispute to the joint arbitration of S/Shri K. Sharan, Regional Labour Commissioner (C), Asansol, Raj Narain, M.P., 95, South Avenue, New Delhi and J. Singh Technical Director, M/s. Shetia Mining & Manufacturing Corporation Ltd.—

(i) Specific matters in dispute:—

(1) "Whether the management of New Satgram Colliery, P.O. Devchandnagar, Dist. Burdwan, having regard to their financial capacity is justified in



not paying D.A. @Rs. 1.53 per head per day to their workmen with effect from 1st April, 1970? If not, what should be the quantum of D.A. in this Colliery and from what date?

- (b) Whether the management aforesaid having regard to their financial capacity is justified in not granting third annual increment due to the time-rated workmen from 15th August, 1970 as per recommendations of the Wage Board for Coal Mining Industry? If not, to what relief the workmen are entitled and from what date?"
- (ii) Details of the parties to the dispute including the name & address of Estt. or undertaking involved.—Employers in relation to New Satgram Colliery, P.O. Devchandnagar, Distt. Burdwan.
- (iii) Name of the union, if any, representing the workmen in question.—Colliery Mazdoor Congress (HMP), Ushagram, Asansol.
- (iv) Total No. of workmen employed in the undertaking affected.—2,400.
- (v) Estimated No. of workmen affected or likely to be affected by the dispute.—2,400.

We further agree that the majority decisions of the arbitrators shall be binding on us.

The arbitrators shall make their award within a period of six months or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration

Signature of the Parties.

(Sd.) S. M. SINGH,

Representing employers.

(Sd.) T. N. SUKHLA,

Representing workmen.

Witnesses:

1. (Sd.) L. M. PANDEY,

2. (Sd.) S. C. BANIK.

[No. 8/163/70-LRII]

नई दिल्ली, 20 फरवरी, 1971

क्र।० आ।० 973.—यतः न्यू सतग्राम कोलियररी, डाकघर देवचन्दनगर, जिला बर्दवान (जिसे इस से इसके पश्चात् उक्त नियोजक कहा गया है) के प्रबन्धत और उनके कर्मकारों के बीच जिनका प्रतिनिधित्व कोलियरी मजदूर कांग्रेस (हिन्द मजदूर सभा), डाकघर आसनसोल, जिला बर्दमान (जिसे इससे इस पश्चात् संघ कहा गया है) करती है, एक औद्योगिक विवाद विद्यमान है।

और यतः उक्त नियोजकों और संघ ने औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क की उपधारा (1) के उपबन्धों के अनुसरण में एक लिखित करार द्वारा उक्त विवादों उस में विनिर्दिष्ट व्यक्तियों के माध्यम माध्यस्थ के लिए निदशित करने का करार कर लिया है और उक्त करार को एक प्रति केन्द्रीय सरकार को भेजी गई है,

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क की उपधारा (3) के उपबन्धों के अनुसरण में, केन्द्रीय सरकार उक्त माध्यस्थ करार को, ऐतद्वारा प्रकाशित करती है।

प्ररूप ग

(देखिये नियम 7)

(श्रीद्योगिक विवाद अधिनियम, 1947 की धारा 10-क  
के अधीन करार

पक्षकारों के नाम

नियोजकों का प्रतिनिधित्व श्री एस० एम० सिंह मुख्य, कार्मिक अधिकारी,  
करने वाले न्यूसतग्राम कोलियरी, डाक घर देवचंदनगर,

जिला बर्दवान ।

कर्मकारों का प्रतिनिधित्व करने वाले

श्री टी० एन० सुखला  
महा सचिव,  
कोलियरी मजदूर कांग्रेस,  
(एच० एम० पी०), उषाग्राम,  
डाक घर आसनसोल,  
जिला बर्दवान ।

पक्षकारों के बीच निम्नलिखित श्रीद्योगिक विवाद को एतद्वारा सर्व श्री के० शरण, प्रादेशिक  
असायुक्त (केन्द्रीय), आसनसोल, राजतारायण, ससब सदस्य, 95, साउथ एवेन्यू, नई दिल्ली और  
ज० सिंह, तकनीकी निदेशक, मेसर्स शेथिया माइनिंग एण्ड मैनुफैक्चरिंग कारपोरेशन लिमिटेड के सयुक्त  
माध्यस्थता के लिए निदेशित करने का करार किया गया है ।—

1. निनिर्दिष्ट विवाद प्रस्त विषय :

- (i) क्या न्यू सतग्राम कोलियरी, डाकघर देवचन्द्र नगर, जिला बर्दवान के प्रबन्ध-तंत्र का उनकी वित्तीय क्षमता को ध्यान में रखते हुए, अपने कर्मकारों को अप्रैल, 1970 से 1 53 रु० प्रति व्यक्ति प्रतिदिन की दर से महंगाई भत्ता न देना न्यायोचित है ? यदि नहीं, तो इस कोलियरी में महंगाई भत्ते की मात्रा क्या होनी चाहिए और किस तारीख से ?
- (ii) क्या पर्वोक्त प्रबन्धतंत्र का उनकी वित्तीय क्षमता को ध्यान में रखते हुए, मजदूरी बोर्ड कोयला खनन उद्योग के लिए की गई सिफारिशों के अनुसार 15 अगस्त 1970 से कालानुपाती दर के कर्मकारों को देय तीसरी वार्षिक वेतन वृद्धि मंजूर न करना न्यायोचित है ? यदि नहीं, तो कर्मकार किस किस अनुतोष के और किस तारीख से हकदार ?

2. विवाद के पक्षकारों का विवरण, जिसमें न्यू सतग्राम कोलियरी, डाकघर देवचन्दनगर अंतर्बलित स्थापन या उपक्रम का नाम और जिला बर्दवान से सम्बद्ध नियोजक। पता भी सम्मिलित है।
3. यदि कोई संघ प्रश्नगत कर्मकारों का प्रति- कोलियरी मजदूर कांग्रेस (एच० एम० पी०) निधित्व करता हो तो उसका नाम उषाग्राम, आसनसोल।
4. प्रभावित उपक्रम में नियोजित कर्मकारों की 2400 कुल संख्या
5. विवाद द्वारा प्रभावित या सम्भाव्यतः 2400 प्रभावित होने वाले कर्मकारों की प्राक्कलित संख्या

हम यह करार भी करते हैं कि मध्यस्थों के बहुमत विनिश्चय हम पर आबद्ध कर होंगे।

मध्यस्थ अपना पंचाट छः मास की कालावधि या इतने और समय के भीतर जो हमारे बीच बीच पारस्परिक लिखित करार द्वारा बढ़ाया जाय, देंगे। यदि पूर्व वर्णित कालावधि के भीतर पंचाट नहीं दिया जाता तो माध्यस्थ के लिए निदेश स्वतः रद्द हो जायगा और हम नए माध्यस्थ के लिए बातचीत करने को स्वतंत्र होंगे।

पक्षकारों के हस्ताक्षर

ह०

(एस० एम० सिंह)

नियोजकों का प्रतिनिधित्व करने वाले

(टी० एन० मुखला)

कर्मकारों का प्रतिनिधित्व करने वाले।

साक्षी

1-ह०।

(करमल सिंह)

2.-ह०।—

अवर सचिव, भारत सरकार।

[सं० 8/163/70-एल०आर-2]

**S.O. 979.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 1), Dhanbad, in the industrial dispute between the employers in relation to the Ashakuty/Phularitand Colliery of Messrs Ashakuty Coal Company Limited, Post Office Katrasgarh, District Dhanbad, and their workmen, which was received by the Central Government on the 15th February, 1971.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD**

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

**REFERENCE No. 69 OF 1968**

**PARTIES:**

Employers in relation to the Ashakuty/Phularitand Colliery of Messrs Ashakuty Coal Company Limited, P.O. Katrasgarh, Dist. Dhanbad.

And

Their Workmen

represented by Bihar Koyala Mazdoor Sabha.

**PRESENT:**

Shri A. C. Sen, Presiding Officer.

**APPEARANCES:**

For the Employers—None.

For the Workmen—None.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, dated the 9th February, 1971.

**AWARD**

An industrial dispute between the above parties as specified in the following schedule was referred to this Tribunal by the Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) by its Order No. 2/154/68-LRII, dated 7th October, 1968 for adjudication.

**SCHEDULE**

"Whether the action of the management of Ashakuty/Phularitand Colliery of Messrs Ashakuty Coal Company Limited, Post Office Katrasgarh, District Dhanbad in retrenching the following workmen with effect from the dates mentioned against their names was justified?

S. No.	Name of the workman	Date of retrenchment.
1.	Shri Bhupen Chanda, Electrician	22-4-68
2.	Shri Jagdish Pal Singh, Electric-helper	22-4-68
3.	Shri Lallan Singh Electric-helper	13-5-68

If not, to what relief are the workmen entitled?"

2. The Order of the Ministry was received by this Tribunal on 24th October, 1968. Written statement on behalf of the workmen was filed on 12th December, 1968. Written statement on behalf of the employers was filed on 16th December, 1968.

3. A joint petition of compromise was filed by the parties on 28th December, 1970. From the petition of compromise it transpires that the parties have settled the dispute amicably on the terms and conditions mentioned in the petition. The terms and conditions appear to be reasonable and I do not find any reason not to accept the compromise petition. Let an award be given on the basis of the terms and conditions contained in the petition of compromise. Let the petition of compromise form part of the award. Let a copy of the award be sent to the Central Government under section 15 of the Act.

(Sd.) A. C. SEN, Presiding Officer.

BEFORE THE HON'BLE PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL (NO. 1) AT DHANBAD

REFERENCE No. 69 OF 1968

**PARTIES.**

Employers in relation to Ashakuty Phularitand Colliery

AND

Their Workmen

**Joint petition of compromise**

The parties above named respectfully beg to submit as under:—

1. That the above said matter is pending before this Hon'ble Tribunal for adjudication;

2. That the parties herein concerned have in the meantime mutually discussed the issue and have arrived at a settlement in terms hereunder:—

**Terms of settlement**

(a) It is agreed that the retrenchment effected in respect of the concerned three workmen, namely, Sarvashri (1) Jagdish Pal Singh, Elec.

Helper, (2) Bhupen Chanda, Electrician, (3) Lalan Singh, Elec. Helper will stand and the workmen do not press for their employment under the management,

- (b) It is agreed that the three concerned workmen will be paid retrenchment compensation along with one month's wages in lieu of Notice; in addition the workmen will also be paid their outstanding dues, if any;
- (c) It is agreed that an additional sum of Rs. 500 (Rupees five hundred) only will be paid to each of the three concerned workmen as an ex-gratia payment;
- (d) It is agreed that the payments mentioned in Sub-para (b) and (c) above will be made on 22nd August, 1970 at Dhanbad;
- (e) It is agreed that the three workmen concerned will have no other or further claim against the management neither the workmen will have any claim of re-instatement under the management;
- (f) It is agreed that the premises occupied by the workmen concerned will be vacated forthwith and any material issued to them during their service will be returned to the management.

3. That the parties herein concerned in the circumstances beg to pray that this Hon'ble Tribunal may graciously be pleased to accept this settlement and pass an Award in terms hereof;

And for this act of kindness the parties as in duty bound shall ever pray;  
Dated, Dhanbad the 14th day of August, 1970.

For the workmen

LALIT BARMAN.

Bihaar Koyla Mazdoor Sabha.

Workmen Concerned:

- 1. JAGDISH PAL SINGH.
- 2. BHUPINDER NATH CHAND.
- 3. Illegible.

For the Employers-

(Sd.) Illegible,  
Manager,

Ashakuty Phuiaritand Colliery  
P.O. Katrasgarh (Dhanbad).  
[No. 2/154/68-LR.II.]

S.O. 975.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 1), Dhanbad, in the industrial dispute between the employers in relation to the Hurriladhi Colliery of Messrs Equitable Coal Company Limited, Post Office Disergarh, District Burdwan and their workmen, which was received by the Central Government on the 15th February, 1971.

# BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

REFERENCE NO. 3 OF 1969

## PARTIES:

Employers in relation to the Hurriladhi Colliery of Messrs Equitable Coal Company Limited, Post Office Disergarh, District Burdwan

AND

Their Workmen

## PRESENT:

Shri A. C. Sen, Presiding Officer.

For the Employers—None.

For the Workmen—None.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, dated the 9th February, 1971

AWARD

An industrial dispute between the above parties as specified in the following schedule was referred to this Tribunal by the Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) by its order No. 2/182/68-LRII dated 23rd November, 1968 for adjudication.

SCHEDULE

"Whether the management of Hurriladh Colliery of Messrs Equitable Coal Company Limited Post Office Disergarh, District Burdwan, was justified in terminating the services of their workman Shri Srikrishan Shao, General Supervisor with effect from the 1st May, 1968? If not, to what relief is the workman entitled?"

2. The Order of the Ministry was received on 10th January, 1969. Written statement on behalf of the workmen was filed on 10th January, 1969. Written statement on behalf of the employers was filed on 18th January, 1969.

3. A joint petition of compromise was filed on 4th September, 1970. From the petition of compromise it transpires that the dispute has been amicably settled by the parties out of Court. The terms and conditions on which the dispute has been settled appear to be reasonable and I find no reason not to accept them. An award is accordingly given on the basis of the terms and conditions contained in the petition of compromise. Let the petition of compromise form part of the award. Let a copy of the award be sent to the Central Government under section 15 of the Act.

(Sd.) A. C. SEN, Presiding Officer.

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL (NO. 1) AT DHANBAD

REFERENCE NO. 3 OF 1969

PARTIES

Employers in relation to the Hurriladh Colliery of Messrs. Equitable Coal Company Limited,

AND

Their Workmen

The humble joint petition of the parties above-named most respectfully sheweth:

1. That the parties above named have mutually compromised the dispute under reference on the following terms:

- (a) That the order of termination of Shri Srikrishan Shao, General Supervisor—the concerned workmen in this reference is justified.
- (b) That in consideration of this settlement the concerned workman has received a lump sum amount of Rs. 5,000 (Rupees Five Thousand only) in full and final settlement of all his dues including retrenchment compensation, leave wages etc.
- (c) That the concerned workman hereby declares that he has no further claim or claims whatsoever against the employers.
- (d) That the parties shall bear their respective costs in this reference.

2. That in view of the compromise effected as aforesaid, there is no dispute existing between the parties.

In the circumstances the parties pray that the Hon'ble Tribunal be pleased to permit the parties to settle the dispute on the above terms and to pass an Award accordingly treating this petition as a part of the Award.

For the workmen

(Sd.) B. LAL, Advocate.

For the Employers

(Sd.) H. R. DAS GUPTA,  
Principal Officer.

Witness:

(Sd.) SRIKRISHAN SHAO.

Dated, the 4th September, 1970.

**S.O. 976.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 1), Dhanbad, in the industrial dispute between the employers in relation to the West Gopalchuck Colliery of Messrs Central Kirkend Coal Company Limited, Post Office Kusunda, District Dhanbad and their workmen, which was received by the Central Government on the 15th February, 1971.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT  
DHANBAD**

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

REFERENCE NO. 40 OF 1968

**PARTIES:**

Employers in relation to the West Gopalchuck Colliery of Messrs Central Kirkend Coal Company Limited, P.O. Kusunda, Dist. Dhanbad.

AND

Their Workmen  
represented by Bihar Koyala Mazdoor Sabha.

**PRESENT:**

Shri A. C. Sen, Presiding Officer.

**APPEARANCES:**

*For the Employers*—Shri A. P. Jha, Agent.

*For the Workmen*—Shri Ram Mitra, Secretary, Bihar Koyala Mazdoor Sabha.

**STATE:** Bihar.

**INDUSTRY:** Coal.

*Dhanbad, dated the 9th February, 1971*

**AWARD**

An Industrial dispute between the above parties as specified in the following schedule was referred to this Tribunal by the Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) by its Order No. 2/63/68-LRII, dated the 25th May, 1968 for adjudication.

**SCHEDULE**

"Whether the action of the management of West Gopalchuck Colliery of Messrs Central Kirkend Coal Company Limited, Post Office Kusunda, District Dhanbad in refusing employment to Shri Mukhtar Ahmed, Lathemari/Latheman helper with effect from the 22nd May, 1967 was justified? If not, to what relief is the workman entitled?"

2. The order of the Ministry was received on 7th August, 1968. Written statement on behalf of the workers was filed on 4th December, 1968. Written statement on behalf of the employers was filed on 17th December, 1968. On 27th February, 1970 time was granted on the joint prayer of both the parties so that the parties might enter into a compromise. A joint petition of compromise was filed on 2nd February, 1971. From the petition of compromise it transpires that the parties have settled their dispute out of Court on the terms and conditions mentioned in the said petition of compromise. The terms and conditions appear to be reasonable and I do not find any reason not to accept those terms and conditions. The dispute is accordingly decided on the basis of the terms and conditions contained in the terms of settlement. Let an award be drawn up accordingly. Let the petition of compromise containing the terms of settlement form part of the award.

3. This is my award. Let a copy of the award be submitted to the Central Government under section 15 of the Industrial Disputes Act, 1947.

(Sd.) A. C. SEN, Presiding Officer.

BEFORE THE HON'BLE PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL (NO. 1) AT DHANBAD

REFERENCE NO. 40 OF 1969

Employers in relation to the Central Kirkend Coal Co. Ltd., West Gopalichuck Colliery, P.O. Kusunda, (Dhanbad).

AND

Their Workmen

represented by Bihar Koyla Mazdoor Sabha.

In the matter of refusing employment to Shri Mukhtar Ahmed, Latheman Latheman helper with effect from the 22nd May, 1967 by the management of West Gopalichuck Colliery of M/s. Central Kirkend Coal Co. Ltd.

The parties agrees to settle the dispute in reference No. 40 of 1969 on the terms mentioned below:—

*Terms of Settlement*

- (1) The termination of service of Shri Mukhtar Ahmed, Latheman with effect from 27th May, 1967 stands valid.
- (2) That the management agreed to pay a lump sum of Rs. 800 (Rupees eight hundred) only to Shri Mukhtar Ahmed as a full and final settlement of the dispute. The workman will have no other claim what-so-ever from the management.
- (3) The amount of Rs. 800 (eight hundred) only will be paid to the workman within seven days in presence of union official.

Parties jointly prayed before the Hon'ble Tribunal to accept the terms of settlement as reasonable and pass an Award in terms of the settlement.

And for this your petitioners as in duty bound shall pray.

A. P. JHA,

Agent

West Gopalichuck Colliery

RAM MITRA,

Secretary

Bihar Koyla Mazdoor Sabha.

[No. 2/63/68-LRII.]

*New Delhi, the 22nd February 1971*

**S.O. 977.**—Whereas an industrial dispute exists between the management of the Modhujore Colliery of Modhujore Coal Company Private Limited, Post Office Kajoragram, District Burdwan and their workmen represented by Colliery Mazdoor Sabha (CITU), Raniganj;

And whereas the said employers and workmen have by written agreement in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to arbitration of the person specified therein, and a copy of the said agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement.

**AGREEMENT**

*Under Section 10A of the Industrial Disputes Act, 1947*

**BETWEEN**

**NAME OF THE PARTIES:**

*Representing the employers:*

Shri R. C. Patel, Director,  
The Modhujore Coal Co.,  
Private Ltd., P. O. Kajoragram,  
Dist. Burdwan.

*Representing the workmen:*

Shri Robin Chatterjee,  
General Secretary,  
Colliery Mazdoor Sabha (CITU),  
P.O. Raniganj, Dist. Burdwan.



It is agreed between the parties to refer the following industrial dispute to the arbitration of Shri O. Venkatachalam, Chief Labour Commissioner (Central), New Delhi.

- (i) *Specific matters in dispute.*—"Whether the management of Modhujore Colliery of The Modhujore Coal Co. Private Ltd., P. O. Kajoragram, Dist. Burdwan was justified in issuing notice dated 9th January, 1971 under section 9A of the Industrial Disputes Act, 1947 to the effect that the workmen would be granted earned leave with wages as per the provisions of Mines Act and not at the rate of one day earned leave with wages for every 12 days work in respect of underground workmen and one day earned leave with wages for every 16 days work in respect of surface workmen with effect from 7th February, 1971? If not, to what relief are the workmen entitled?"
- (ii) *Details of the parties to the dispute including the name and address of the establishment or undertakings involved.*—Employers in relation to Modhujore Colliery of The Modhujore Coal Co. Private Ltd., P.O. Kajoragram, Dist. Burdwan.
- (iii) *Name of the union, if any, representing the workmen in question.*—Colliery Mazdoor Sabha (CITU), P.O. Raniganj, Dist. Burdwan.
- (iv) *Total No. of workmen employed in the undertaking affected.*—1,100.
- (v) *Estimated No. of workmen affected or likely to be affected by the dispute.*—1,100.

We further agree that the decision of the arbitrator shall be binding on us.

The arbitrator shall make his award within a period of ninety days or within such further time as is entered by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

*Signature of the parties:*

R. C. PATEL,  
27/1/71.

*Representing the employers*  
ROBIN CHATTERJEE,  
27/1/71.

*Representing the workmen.*

*Witnesses:*

1. Illegible.  
27/1/71.
2. Illegible.  
27/1/71.

Dated, Asansol, the 27th January 1971.

[No. L/1913/1/71-LRII.]

# ORDER

New Delhi, the 19th February 1971

**S.O. 978.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Amlabad Colliery of Messrs Oriental Coal Company Limited, Post Office Bhowra, District Dhanbad and their workmen in respect of the matters specified in the Schedule here-to annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, (No. 2) Dhanbad, constituted under section 7A of the said Act.

## SCHEDULE

"Whether the management of Amlabad Colliery of Messrs Oriental Coal Company Limited, Post Office Bhowra, District Dhanbad in stopping Shri Majid Sal, Electrical Helper from work with effect from the 8th June, 1970 is justified? If not, to what relief the concerned workmen is entitled?"

[No. 2/173/70-LRII]

KARNAIL SINGH, Under Secy.

## आदेश

नई दिल्ली, 19 फरवरी 1971

का० आ० 978.—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के धारे में मैसर्स ओरियंटल कोल कम्पनी लिमिटेड, डाकघर, भौरा, जिला धनबाद की अम्लाबाद कोलियरी के प्रबन्धकों से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है।

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त विवाद अधिनियम की धारा 7—क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण श्रृंखला 2) धनबाद को न्यायनिर्णयन के लिए निर्देशित करती है।

## अनुसूची

"क्या मैसर्स ओरियंटल कोल कम्पनी लिमिटेड, डाकघर भौरा, जिला धनबाद की अम्लाबाद कोलियरी के प्रबन्धकों का श्री मजीदसाय, इलेक्ट्रिकल हेलपर को 8 जून, 1970 से काम करने से रोकना न्योयोचित है? यदि नहीं, तो सम्बन्धित कर्मकार किस अनुतोष का हकदार है।

[सं० 2/173/70—एल०आ०—2]

करनैल सिंह, अवर सचिव।

## (Department of Labour and Employment)

New Delhi, the 18th February 1971

S.O. 979.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Rajasthan, Jaipur in the industrial dispute between the employers in relation to the management of the Jaipur Udyog Limited, Sawaimadhopur and their workmen, which was received by the Central Government on the 12th February, 1971.

## CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, RAJASTHAN, JAIPUR

## PRESENT:

Shri Gopal Narain Sharma, Presiding Officer.

CASE NO. CIT-22 OF 1969

Ref.—Ministry of Labour, Employment and Rehabilitation (Department of Labour & Employment) Order No. 36/38/69-LR-IV, dated 27th October, 1969).

In the Matter of an Industrial Dispute,

## BETWEEN

The Cement Works Karamchari Sangh, Sawai Madhopur.

## AND

The Jaipur Udyog Limited, Sawai Madhopur.

Date of Award :

1st January, 1971

### AWARD

The Central Government *vide* its order dated 27th October, 1969 referred the following dispute between the employees in relation to the management of Jaipur Udyog Limited, Phalodi Quarry Sawai Madhopur and their workmen to this Tribunal for adjudication :

"Whether the action of the management of the Jaipur Udyog Limited, Phalodi Quarry, Sawaimadhopur in scoring out the name of Shri Bhagwan Singh, Electrical foreman from the rolls of the Company with effect from the 26th June, 1967 was legal and justified? If not, to what relief the workman is entitled?"

When the case came up for hearing today the representatives of the parties stated that they have mutually settled the dispute out of Court and filed a deed of settlement. They prayed for passing an award in terms of the settlement.

The terms of settlement appear to be fair and reasonable. An award is accordingly passed in terms of the settlement a copy of which shall form part of this award. It may be submitted to the Central Government for publication.

(Sd.) GOPAL NARAIN SHARMA,

Presiding Officer,  
Central Government Industrial Tribunal,  
Rajasthan, Jaipur.

### BEFORE THE CENTRAL INDUSTRIAL TRIBUNAL RAJASTHAN, JAIPUR

CASE No. CIT-22/69

The Cement Works Karamchari Sangh, Sawaimadhopur.

Vs.

The Jaipur Udyog Ltd., Sawaimadhopur.

May it please your Honour,

The parties beg to submit that they have come to mutual settlement of the aforesaid disputes. The terms are as follows :—

1. The Management will take Shri Bhawan Singh back in service with effect from 1st January, 1971 with continuity of service.
2. That the period of unemployment shall be treated as leave without pay.
3. That Shri Bhawan Singh will be fixed in the VI Grade of the Central Wage Board on a basic salary of Rs. 290 per month w.e.f. 1st January, 1971. He will also be given annual increment which falls due on 13th February, 1971.
4. That however Shri Bhawan Singh will be entitled for the privilege leave as a special case for the period he remained out of employment *i.e.* from 26th June 1967 to 31st December, 1970 and this leave accrued to him for the above period will be added to his privilege leave account as on 26th June, 1967. After crediting him the maximum number of privilege leave to his account *i.e.* 90 days as on 1st January, 1971 he will be paid for the days in excess of ninety days at the rate as mentioned in para 3 above.
5. That no house rent will be recovered from Shri Bhawan Singh for the period of his unemployment.
6. That Shri Bhawan Singh will be paid a sum of Rs. 200 as *ex-gratia* payment.
7. That Shri Bhawan Singh will not be entitled for any wages or Bonus for the period of his employment, except as agreed in para 4 and 6.
8. That a consent award may be given in terms of the above conditions.

For the Jaipur Udyog Ltd,  
Sawaimadhopur.

C. N. SHARMA

Dated 31st December, 1970.

For Cement Works Karamchari  
Sangh, Sawaimadhopur.

P. C. JAIN

[No. 36(38)/69-LR-IV.]

U. MAHABALA RAO, Dy. Secy.

*New Delhi, the 18th February 1971*

**S.O. 980.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal No. 2, Bombay, in the industrial dispute between the employers in relation to the Kandla Stevedores Association Limited, Kandla and their workmen, which was received by the Central Government on the 12th February, 1971.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2,  
BOMBAY**

REFERENCE No. CGIT-2/5 of 1970

Employers in relation to the Kandla Stevedores Association Ltd.,

AND

Their Workmen

**PRESENT:**

Shri N. K. Vanl, Presiding Officer.

**APPEARANCES:**

*For the employers*—1. Shri Vishindas S. Vaziranl, President, Kandla Stevedores Ltd. Association.

2. Shri A. C. Kotwani, Advocate.

*For the workmen*—1. Shri Ramakant Desai, General Secretary and Shri Sadanand Wagh, Asstl. Secretary for the Transport & Dock Workers Union, New Kandla.

2. No appearance for the Kandla Stevedores & Dock Workers Union, New Kandla.

**INDUSTRY:** Major Ports and Docks.

**STATE:** Gujarat.

*Bombay, dated the 30th January, 1971*

**AWARD**

By Order No 78/1/70-FAC-II(PD) dated 11th March 1970, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred to this Tribunal for adjudication an industrial dispute existing between the employers in relation to the Kandla Stevedores Association Ltd., Kandla and their workmen in respect of the matters specified in the Schedule as mentioned below:—

**SCHEDULE**

“Whether the payment of arrears of D.A. arising out of increases granted in terms of recommendations of Central Wage Board for Port and Dock Workers to the Stevedoring workers employed by Kandla Stevedores Association Ltd. on the ships other than that of Food Department Vessels and Food Departments general Cargo ships with effect from 13th September, 1967 to 24th November, 1969 is due to them? If not, to what relief and with what effect it is due to the concerned workmen?”

2. On 25th April, 1970, the General Secretary, Transport and Dock Workers' Union, Kandla wrote a letter to the Dy. Secretary to the Government of India, Ministry of Labour, Employment and Rehabilitation, New Delhi, as mentioned below:—

“Dear Sir,

Re: Dispute between the Kandla Stevedores' Association Ltd. and their workmen.

Ref: CGIT-2/5 of 1969.

We hereby wish to draw your attention towards the above dispute referred to the adjudication by your Ministry on 12th March, 1970. We find an error in the Schedule of the Order issued by you. Our original demand was regarding the payment of arrears of Dearness Allowance to the Stevedore workers employed by the Kandla Stevedores' Association Ltd., on the ships other than that of the Food Department vessels and on the General Cargo Vessels. But in your reference you have

mentioned that 'on the ships other than that of Food Department vessels and Food Department's General Cargo Ships'. As there were no General Cargo ships belonging to Food Department, this reference will not serve the purpose of the demand raised by us.

We therefore, suggest that the terms of reference should be changed as follows:—

"Whether the payment of arrears of D.A. arising out of increases granted in terms of recommendations of Central Wage Board for Port & Dock Workers, all the Stevedoring workers employed by Kandla Stevedores' Association Ltd., on the ships other than that of Food Department vessels and on the General Cargo Ships with effect from 13th September, 1967 to 24th November, 1969 is due to them? If not, what relief and with what effect it is due to the concerned workmen."

We hope you will take note of this request for change in the reference and do the needful in the matter at the earliest so as to enable us to submit our Statement of claim before the Tribunal immediately

Thanking you."

3. In view of the above letter the Government of India amended the Schedule by Order No. 78/1/70-P&D dated 8th May, 1970 by substituting the following:—

#### SCHEDULE

"Whether the payment of arrears of Dearness Allowance arising out of increases granted in terms of recommendations of Central Wage Board for Port and Dock Workers to the Stevedore Workers employed by Kandla Stevedores' Association Limited, on the ships other than that of Food Department and General Cargo Ships, with effect from 13th September, 1967 to 24th November, 1969, is due to them? If not, what relief and with what effect it is due to the concerned workmen."

4. On 6th June, 1970, the President, Kandla Stevedores' Association Limited, and the General Secretary, Kandla Stevedores and Dock Workers' Union sent a settlement to this Tribunal by post vide Ex. 1/E. It is as follows:—

#### *"Memorandum of Settlement*

(Under Rule 58 of Industrial Disputes Act, 1947)

#### NAME OF THE PARTIES:

*Representing Employers*—Shri N. C. Mehta (President) Kandla Stevedores Association Limited.

*Representing workmen*—Shri A. K. Shah (General Secretary) Kandla Stevedores and Dock Workers Union, New Kandla

#### *Short Recital of the Case*

The dispute regarding payment of arrears of Dearness Allowance arising out of increases granted in terms of recommendations of Central Wage Board for Port and Dock Workers to the Stevedore Workers employed by Kandla Stevedores' Association Limited, on the ships other than that of Food Department and General Cargo Ships, with effect from 13th September, 1967, to 24th November, 1969 was referred by the Ministry of Labour, Employment and Rehabilitation to the Industrial Tribunal-cum-Labour Court No. 2, Bombay. The extraordinary General Meeting of the Kandla Stevedores' Association Limited called specially for the purpose of considering this issue, decided to settle this dispute amicably to preserve industrial peace and good and harmonious relations with the stevedoring workers at the Kandla Fort.

#### *Terms of Settlement*

It has been agreed that the payment of the arrears of dearness allowance due to the Stevedoring workers engaged on the ships other than that of the Food Department shall be effected by the Association within a period of six months from the date of signing this settlement.

*Representing Employees.*

Sd/-  
General Secretary  
Kandla Stevedores & Dock  
Workers Union.

Kandla

dated 6th June, 1970."

*Representing Employers*

Sd/-  
President  
Kandla Stevedores' Association  
Limited.

5. On 31st July, 1970, Shri Ramakant Desai, General Secretary, Transport and Dock Workers' Union, Kandla and Shri K. M. Jamadar, Industrial Relations Consultant appeared in this Tribunal in pursuance of the notice dated 20th June, 1970 issued to them for remaining present in the Court. On this date Shri Ramakant Desai gave application for giving time for filing statement.

6. Shri Ramakant Desai, General Secretary of the Transport and Dock Workers Union, Kandla has filed written statement at Ex. 2/W on 12th August, 1970, *vide* annexure 'A' to the Award

7. According to him, it is pertinent to note that there is a specific provision in the settlement dated 15th September, 1967 that the rates of wages for temporary gang workers were to be the same as for the regular gang workers. The regular workers were paid Interim relief and dearness allowance as per the recommendations of the Central Wage Board for Port and Dock Workers over and above their daily basic wages. They also received the subsequent increases in dearness allowance as granted by the Government of India in pursuance of the recommendations of the Wage Board. The temporary workers were also paid the same wage inclusive of Interim Relief and Dearness Allowance as paid to the regular listed workers. They were denied the subsequent increases in the Dearness Allowance. The temporary stevedore workers were performing the similar job of loading or unloading of Cargo on board the ships as was done by the regular listed workers. The rates of wages paid to the temporary workers at the time of their employment were similar to the rate of wages paid to the listed regular workers *i.e.* Rs. 3.16 basic wages plus Interim Relief and Dearness Allowance. In view of the above facts, the temporary stevedore workers employed by the Kandla Stevedores' Association as per the settlement dated 15th September, 1967, are entitled to the increases in the dearness allowance as mentioned in para. 11 of the Ex. 2/W and they should get the difference in wages as mentioned in para. 12 of the Ex. 2/W.

8. The Secretary, Kandla Stevedores' Association Limited has filed statement at Ex. 3/E *vide* Annexure 'B'. According to the Secretary of the Association, the increases due to Interim Relief and increase Dearness Allowance recommended by the Wage Board from time to time have been paid to the 450 workers represented by the Transport and Dock Workers' Union as referred to in para. 3 of their statement of claims. Payment under dispute now relates to casual workers employed by the Association due to increased work load. These workers were not affiliated to this Union, which is proved by the fact that they opposed their employment and even resorted to strike for their non-employment. These facts are admitted by them in para. 4 of their statement. Therefore they have *no locus standi* and cannot be a party to the dispute. The real representative Union of these workers 'The Kandla Dock Workers Union' has already filed the memorandum of settlement dated 6th June, 1970. This Tribunal, may therefore, drop the Transport and Dock Workers' Union as a party to the dispute and as the concerned Union 'The Kandla Stevedores and Dock Workers' Union' has already filed the Memorandum of Settlement, a settlement Award be issued.

9. After taking adjournment from time to time on some ground, the parties have ultimately agreed on 30th January, 1971 that the workers in dispute be paid the arrears arising out of increases in the Dearness Allowance from 13th September 1967 to 24th November, 1969 to the workers covered by this reference as per the interim and final recommendations of the Central Wage Board for Port and Dock Workers

10. The President of the Kandla Stevedores Association Ltd. has given pursis on 30th January, 1971 at Ex. 4/E before me, which is as follows:—

"It is agreed that the rates which are not mentioned in the form of settlement dated 6th June, 1970 filed by this Association and Kandla Stevedores and Dock Workers Union, shall be the rates as recommended by the Central Wage Board for Port and Dock Workers.

There is no objection to the Award being passed accordingly.

Time of one year for payment of the said amount from today be granted to this Association"

11. The General Secretary of the Transport and Dock Workers' Union has given pursis at Ex. 5/E. It is as follows:—

"It is agreed that the Kandla Stevedores Association shall pay the arrears arising out of the increases in the Dearness Allowance from 13th September 1967 to 24th November, 1969 to the workers covered by this reference as per the interim and final recommendations of the Central Wage Board for Port and Dock Workers."

12. In view of Exhibits 4/E, 5/W and the settlement Ex. 1/E, payment of arrears of Dearness Allowance arising out of the increases granted in terms of recommendations of the Central Wage Board for Port and Dock Workers to the Stevedore workers employed by the Kandla Stevedores' Association Limited on the ships other than that of Food Department and General Cargo Ships with effect from 13th September, 1967 to 24th November, 1969 is due to the employees in question by the Kandla Stevedores Association Limited, Kandla. In view of this finding in the affirmative on the first part of the amended reference, the second part of the reference does not survive. However, specific direction has to be given to the employers to pay the arrears becoming due to each workman concerned within a specific time.

13. In the settlement Ex. 1/E, it is mentioned that it has been agreed that payment of the arrears of dearness allowance due to the stevedoring workers engaged on the ships other than that of the Food Department shall be effected by the Association within a period of six months from the date of signing the settlement. The settlement was signed on 6th June, 1970 at Kandla. Six months period has already elapsed. Even then, the President of the Kandla Stevedores Association has given application at Ex. 6/E before me stating as follows:—

"It is submitted on behalf of the employers herein as under:—

That this Association is doing the business at Kandla Port which is totally neglected port and not developed. Therefore the only business which is transacted is of Government and no general cargo lands at this port or exported from here, thereby the entire business is almost at stand still. As such the Association cannot meet with the liability presently accepted and previously accrued out of the present financial resources.

This Association has to even otherwise approach the Government for loans to meet with the wages of the workers. As such fresh resources are to be explored so that payment is made to the workers. Besides, the matter being old one, all the previous records, accounts etc. will have to be gone into to ascertain and determine the figure.

This Association has in the last month has paid on 15th December, 1970 huge amounts to the registered workers as per the latest recommendations of the Central Wage Board.

In view of the foregoing conditions it is submitted that the time of one year as already prayed will be even insufficient but this Association will endeavour to pay the dues within the time prayed for.

If however the position of this Association financially improves in the event of any windfall or improved business efforts will be made to pay up the dues even before the time prayed for."

14. By this application, the Kandla Stevedores Association Limited prays for 12 months' time henceforth for making payment to the employees concerned.

15. The General Secretary of the Transport and Dock Workers' Union, Kandla has opposed this application mentioning as follows:—

"1. The payment is due from the member firms of the Association. All their firms are well established in the trade and majority of them are doing stevedore business in the major Ports of India.

2. The group of workers has already received the payment as such any further delay in the payment would cause discontent amongst the workers.

3. The concerned records are ready and the payment can be made within 15 days.

4. In 90 per cent of the pay which is made to the workers as referred in the application was reimbursable from the Food Corporation of India.

It is therefore prayed that no time be please granted for payment of arrears."

16. In the beginning the President of the Kandla Stevedores Association Limited, Kandla, had asked 6 months time for making payment. That time has already elapsed. Even after the expiry of that period he still wants 12 months time for making payment to the employees on the ground that the employers are not in a position to make immediate payment. In my opinion, giving 12 months more time for making payment from today would not be just and proper. This

would cause great hardship and injustice to the employees. I am, therefore, of the view that 12 months more time should not be given for making payment. At the most 3 months time from today would be reasonable for making payment. I, therefore, allow 3 months time from today for making payment to the employees in question.

17. In view of the above findings, I pass the following order:—

#### ORDER

- (i) It is hereby declared that payment of arrears of Dearness Allowance arising out of increases granted in terms of recommendations of Central Wage Board for Port and Dock Workers to the Stevedore Workers employed by Kandla Stevedores' Association Limited, on the ships other than that of Food Department and General Cargo Ships with effect from 13th September, 1967 to 24th November, 1969 is due to the employees in question.
- (ii) Kandla Stevedores Association Limited, shall pay the arrears arising out of the increases in the Dearness Allowance from 13th September, 1967 to 24th November, 1969 to the workers covered by this reference as per interim and final recommendations of the Central Wage Board for Port and Dock Workers within three months from to-day.
- (iii) Settlement Ex 1/E pursuis Ex. 4/E and Ex. 5/W are to form part of this Award.
- (iv) Award is made accordingly.
- (v) No order as to costs.

N. K. VANI,

Presiding Officer

Central Government Industrial Tribunal No. 2,  
Bombay.

*Dated, 30th January, 1971*

#### ANNEXURE 'A'

BEFORE SHRI VANI, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

REFERENCE No. (CGIT) 2/5 OF 1970

#### BETWEEN

Employers in Relation to Kandla Stevedores' Association

#### AND

Their Workmen

In the matter of payment of Arrears of Dearness allowance arising out of increases granted in terms of recommendations of central wage board for port and dock workers to stevedore workers employed by the Kandla Stevedores Association, on ships other than that of food Department and on General Cargo ships.

May it please the honourable Tribunal,

The Transport and Dock Workers' Union, Kandla begs to submit its statement of claim in the above matter as follows:

1. The Transport & Dock Workers' Union, Kandla is a registered trade union representing the majority of the Stevedore Workers in the port of Kandla, (hereinafter called the "Union").

2. Kandla Stevedores' Association (hereinafter called the "Association") is a registered association of the stevedore functioning at port of Kandla, under the companies Act, 1956 on behalf of its members, this Association employs stevedore workers who are listed by it, for the purposes of loading and unloading of the cargo on board the ship.

3. In the year 1967, the Association entered into a written agreement with the Union, whereby the Association, According to the terms of settlement in the said agreement dated 29th April, 1967 (in consultation with the Union) listed 450 steve



dore workers inclusive of 30 tindels, as regular workers, (hereto annexed and marked Ext. 'A' is the copy of the said agreement dated 29th April, 70). Further according to this agreement, these listed regular workers were booked on all the ships calling at the port of Kandla. No employer was allowed to engage any other worker except the listed regular workers on their ships. It was also further provided in the agreement that the situation regarding the strength and number of the gangs was to be reviewed every six months in consultation with the union.

4. In the month of September 1967, due to the closure of Suez Canal consequent upon Arab-Israeli war there was bunching of ships at the port of Kandla and the Association felt that the number of listed regular workers was not adequate to cope up with the increased work load. In view of the above the Association without consulting the Union as required by the agreement dated 29th April, 1967 started employing casual stevedore workers from 13th September, 1967. Because of this unilateral action of employment of casual workers by the Association without the consent of the Union, the listed regular workers greatly agitated. The Union, therefore, immediately approached the Association and brought this fact to the notice of the Association. However, in spite of repeated requests and representations by the Union, on behalf of the workers, the Association paid no heed to the legitimate demand of the Union. As there was no other course open, the workers resorted to strike, from 13th September, 1967.

5. The said strike by the workers completely paralysed the port of Kandla and after protracted negotiations a settlement was arrived at before the Conciliation Officer (C) Adipur, Shri Lalchandani on 15th September, 1967 between the Union and the Association, (hereto annexed and marked Ext. 'B' is the copy of the settlement dated 15th September, 1967).

6. Among other things the said settlement dated 15th September, 1967, provided that the Association was to employ those casual and temporary workers who were certified and approved by the Labour Enforcement Officer (C); Adipur.

Notwithstanding this provision in the settlement, the Association in flagrant breach of the settlement employed 450 temporary workers though the Labour Enforcement Officer had approved the list of only 180 workers.

7. On termination of the agreement dated 29th April 1967, the Association started employing the listed regular workers, only on the ships belonging to the Ministry of Food and Agriculture. The temporary listed workers were booked on the general cargo ships and on the ships other than that of the Ministry of Food and Agriculture (The work of Ministry of Food and Agriculture was subsequently taken over by the Food Corporation of India on 1st March 1969). The workers were divided into three groups according to the shifts. Whenever, there used to be heavy indent on food department vessels the temporary workers were booked on those ships but not vice versa.

8. It is pertinent to note here that there is a specific provision in the settlement dated 15th September, 1967 that the rates of wages for temporary gang workers were to be the same as for the regular gang workers. Clause No. 8 of the settlement reads as follows:

"The rates of wages for temporary gang workers will be the same as for regular gang workers. However, these listed temporary gang workers would not be entitled to attendance allowance, paid holidays and other benefits given at present to regular gang workers."

The regular workers were paid Interim relief and dearness allowance as per the recommendations of the Central Wage Board for Port and Dock workers over and above their daily basic wage. They also received the subsequent increases in dearness allowance as granted by the Government of India in pursuance of the recommendations of the Wage Board. The temporary workers were also paid the same wage inclusive I.R. and D.A. as paid to the regular listed workers. But they were denied the subsequent increases in the dearness allowance.

9. This denial of payment of increases in the D.A. to the temporary worker was a breach of the memorandum of settlement dated 15th September 1967. In spite of repeated request, representations and reminders the Association flouted the legitimate demand of the Union and consequently the Union had to approach Assistant Labour Commissioner. (C) Ahmedabad. After several joint meetings the dispute was admitted in conciliation. The conciliation proceedings ended in failure and thereafter the Assistant Labour Commissioner (C), Ahmedabad submitted his failure report dated 24-1-70 (Hereto annexed and marked Ext. "C" is the copy of the said failure request).

10. Thereafter the Government of India by its resolution dated 8th March, 1970 referred the dispute under section 10(1) of the Industrial Disputes Act to this Honourable Tribunal. The amended reference reads as follows:—

“Whether the payment of arrears of Dearness Allowance arising out of increases granted in terms of recommendations of Central Wage Board for Port and Dock Workers to the Stevedore workers employed by Kandla Stevedores' Association Ltd; on the ships other than that of Food Department and General Cargo Ships, with effect from 13th September, 1967 to 24th November, 1969 is due to them? If not, what relief and with what effect it is due to the concerned workmen”.

11. In accordance with the clause 8 of the settlement dated 15th September 1967, the Association should have paid the following increases in the dearness allowance to the temporary stevedore workers.

From 1-2-1967	Rs. 00.23 P.
From 1-6-1967	Rs. 00.23 P.
From 1-11-1967	Rs. 00.23 P.
From 1-9-1968	Rs. 00.23 P.
From 1-6-1969	Rs. 00.79 P.

12. With these increases, the Union submits that the impact of the same will be as follows:

From 13-9-1967 to 30-10-1967 the Kandla Stevedores' Association is required to pay the difference of Rs. 00.46 P. per shift to the workers.

From 1-11-1967 the D.A. increased by 00.23 P. Thus from 1-11-1967 to 31-8-1968 the D.A. was Rs. 1.66 P. The difference (arrears) to Rs. 00.69 P. per shift.

From 1-9-1968 once again the D.A. increased by Rs. 00.23 P. Thus from 1-9-1968 to 31-5-1969 the D.A. was Rs. 1.89. The difference (arrears) to Rs. 00.92 P. per shift.

The D.A. has since again increased from 1-9-1969 by 79 paise as it was found that the workers were not paid the dearness allowance in full.

13. The temporary stevedore workers were performing the similar job of loading or unloading of cargo on board the ship as was done by the regular listed workers. The rates of wages paid to the temporary workers at the time of their employment were similar to the rates of wages paid to the listed regular workers i.e. Rs. 3.16 basic wage plus IR and DA.

14. In view of the above facts the Union submits that the temporary stevedore workers employed by the Kandla Stevedores' Association as per the settlement dated 15th September 1967, are entitled to the increases in the dearness allowance as mentioned in para 11 and they should get the difference in wages as mentioned in para 12 of this statement.

15. The Union further submits, that due to the criterion adopted, by the Kandla Dock Labour Board for registration of Stevedore workers with the Board nearly 350 temporary workers out of 450 had to loose job with effect from 25th November 1969 and the remaining 40 workers have been absorbed in either 'A' or 'B' list of registered workers maintained by the Kandla Dock Labour Board. As the majority of the workers from this particular group of temporary workers are presently unemployed, the Union submits that it is the moral obligation on the Association to pay their dues immediately.

Union, therefore, prays that the Honourable Tribunal, may please order the Association to pay the arrears of dearness allowance to the temporary Stevedore workers within a month or within such period the Honourable Tribunal may please decide.

The Union craves leave to amend or add or to make alterations in the above statement of claims if and when necessary.

(Sd.) RAMAKANT DESAI, General Secy.  
For Transport & Dock Workers' Union.

Dated 12-8-1970.  
Bombay.

I, Ramakant Ramchandra Desai, hereby solemnly state that whatever is stated in the above paragraphs is true to the best of my knowledge and I believe the same to be true.

Dated 12-8-1970.

Bombay.

(Sd.) RAMAKANT DESAI, General Secy.  
For Transport & Dock Workers' Union.

EXHIBIT 'A'

*Memorandum of Settlement*

Under Rule 58 of Industrial Dispute Act, 1947

NAME OF PARTIES:

*Representing Employers.*—Shri N. C. Mehta, President, The Kandla Stevedores Association Ltd., Clearing Agent's Building, New Kandla.

*Representing Workmen.*—Shri Ramakant Desai, General Secretary, Transport and Dock Workers' Union, Kandla, SV/70 Gandhidham (Kutch).

*Short Recital of the case*

Whereas it has been found expedient to ensure greater regularity of employment for Dock Workers and to secure an adequate number of Dock Workers for efficient performance of stevedoring work at the Port of Kandla, several Meetings of the Representatives of the Kandla Stevedores' Association, Ltd., New Kandla and the Transport and Dock Workers' Union, Kandla, were held from time to time and after due deliberations and negotiations, it has been agreed by and between the parties aforesaid as under:—

*Terms of Settlement*

1. It has been agreed that 30 (thirty) gangs of hatch workers consisting of 420 Mazdoor and 30 tindels shall be listed and registered as regular workers in consultations with the Union from the workers working since October, 1966, with effect from 1st May, 1967. Indian Nationals only shall be eligible for Registration.

Each gang will consist of tindel, hatch foremen and Mazdoors, in all comprising of 15 workers.

2. It has been expressly agreed by and between the parties that no employers shall be allowed to draw labours except from the monthly Pool and no worker so registered shall be allowed to do any other work except stevedoring whether inside or outside the Port or with any other employer besides the members of the Association.

3. The situation regarding the strength and number of gangs will be reviewed every six months depending upon the quantum of work and type of cargo in the Port and in consultation with said Union.

4 Wages of Workers.—Wages of workers will be as under:—

(a) *Minimum guaranteed wage.*—Rupees three Paise sixteen (Rs. 3.16) plus Interim Relief and Dearness Allowance, for the first shift of 8 hours commencing from 0700 hours to 1530 hrs., with half an hour recess—Rupees six Paise Twenty-two (Rs. 6.22) plus Interim Relief and Dearness Allowance for the Second Shift of 12 hours commencing from 1600 hours to 0400 hours.

No worker will work 12 hours after 31st May, 1967.

(b) Minimum guaranteed wage for Tindel will be Rupees seven and Paise Twenty-two (Rs. 7.22) for the first and second shift respectively.

(c) Every worker employed in night shift should be paid Rupee one (Rs. 1.00) each per shift as night allowance if his actual earning during the shift on piece rate is more than the minimum guaranteed wage.

(d) *Attendance Allowance.*—The registered workers who is available for work but for whom no work is found shall be paid attendance allowance at the rate of Rupees one and paise fifty (Rs. 1.50) per day for the days on which during the calendar month of 26 days, he reported for work and no work was found for him.

Provided however that no attendant allowance shall be payable for any day for which full wages inclusive of I.R. and D.A. have been paid.

- (e) *Disappointment Money*.—When a registered worker present himself for work and for any reason the work for which he attended cannot commence or proceed and no alternative work can be found for him and he is relieved within two hours of his attending for work, he shall be entitled to disappointment money equal to half of the minimum guaranteed wage inclusive of I.R. and D.A.
- (f) *For working on sundays and Port holidays*.—For working on Sundays and Port Holidays each worker will be paid 25 per cent (twenty-five per cent) extra.
- (g) The existing practice of piece rate of Rupees Zero point forty-five (Rs. 0.45) per ton for foodgrains (bulk or bag) and Rupees zero point fifty (Rs. 0.50) per ton for Fertilizers (bulk or bag) shall continue and if the wages of the workers fall short of the minimum wage fixed, the workers shall be entitled to a minimum wage.
- (h) For general and other bulk cargo, the piece rate will be mutually discussed between the parties.

5. *Employment for Shift*.—No registered worker shall be liable to employment for period of less than half shift and where the work for which a worker has been engaged is completed during the working period of half shift, he shall undertake such other work in or at the same or another vessel or berth as may be required by any Employer for the remainder of the period and if no such other work is made available for him he shall be paid for the entire shift.

6. *Holidays*.—Each registered worker shall be entitled in a year to six paid holidays with pay provided however the registered worker works on the preceeding and succeeding day of the holiday and not otherwise.

7. This agreement will not apply to Messrs. United Salt Works whereas it will apply to all the other Salt Works.

8. This agreement is an interim arrangement and will be applicable to parties till such time as statutory Kandla Dock Labour Board is formed or for six months from 1st May, 1967 whichever is earlier.

9. The question regarding minimum guaranteed shifts be registered workers will be considered after four months on the basis of the work done.

10. Without prejudice to the contention that may be urged by either party before the Wage Board appointed by the Government of India for the Port and Dock Workers, it is agreed by and between the parties hereto that in the event of any recommendations made by the present Wage Board for the Port and Dock Workers appointed by the Government of India and accepted by the Government of India applicable to the categories of the Workers covered by this agreement would be substituted as if same were incorporated in their agreement and would be brought into force with effect from the date of acceptance thereof, by the Government of India.

Representing Employers;

(Sd.)

For the President

The Kandla Stevedores Association  
New Kandla

Representing Employees:

(Sd.) RAMAKANT DESAI, Gen. Secy.

Transport and Dock Workers' Union,  
Kandla

Witnesses:

(Sd.) (1) MOHANLAL VAZIRANI

(Sd.) (2) K. M. JAMADAR

Kandla, 29th April, 1967.

EXHIBIT 'B'

*Memorandum of Settlement*

NAMES OF PARTIES:

1. *Representing Kandla Stevedoring Association, Kandla:* Shri N. C. Mehta, President.
2. *Representing Transport & Dock Workers' Union Kandla:* Shri Ramakant Desai, General Secretary.

A dispute has arisen between the above said parties in regard to employment or non-employment of temporary gangs on vessels over and above the regular gangs; non-payment of attendance allowance to workers for May, 1967 and correct tonnage figures. The dispute was taken into conciliation under the Act on 14th September, 1967. Since there was stoppage of work on that day, conciliation meeting was held on 15th September, 1967. The parties also approached the Conciliation Officer for intervention. After prolonged discussions with the representatives of the parties jointly and separately it was possible to arrive at a settlement on the terms as under:—

*Terms of Settlement*

1. No temporary gang would be booked or given work unless all the existing 30 (thirty) regular gangs are offered work.

2. Work to existing 30 regular gangs will be provided/offered in three shifts consisting of 10 gangs each. Each shift shall be of 8 hours. The allotment of work shall be arranged to rotation to the gangs.

3. After engagement of or offering or providing work to regular workers in the manner specified above, the Association has a right to engage more temporary gangs.

4. The temporary gang workers would be listed in gangs. These temporary workers would be listed on the basis of length of service at Kandla under stevedores as on 1st January, 1966. The decision of the Labour Enforcement Officer, Central, Adipur would be final and binding on the parties.

5. No particular gang worker of the temporary gang would be allowed to work for more than one shift of 8 hours per day.

6. As far as possible work to listed temporary gang workers would be provided in rotation.

7. The gangs will be booked on the basis of one gang for one hook.

8. The rates of wages for temporary gang workers will be the same as for regular gang workers. However, these listed temporary gang workers would not be entitled to attendance allowance, paid holidays and other benefits given at present to regular gang workers.

9. The Association will provide figures of discharge hatch-wise since May, 1967 to the Union within three weeks.

10. Attendance Allowance for the period 1st May, 1967 to 20th May, 1967 will be paid to the entitled workmen within 10 days.

11. The Union withdraws for the present demands raised vide their letter No. TD/10/67/504 dated 5th September, 1967 and not covered by the present settlement. However, they would have mutual discussions on the said demands and other grievances in periodical meetings to be held regularly. However, if there is no agreement between the parties on the demands withdrawn after mutual discussions the Union has rights to raise the demands fresh.

12. The settlement shall be in force till the formation of Dock Labour Board or for 6 (six months) *w.e.f.* 1st May, 1967 as per their mutual agreement dated 29 April, 1967.

13. The stoppage of work will come to an end with effect from 0000 hours of 16th September, 1967.

(Sd.) RAMAKANT DESAI,  
General Secretary  
Transport & Dock Workers' Union  
Kandla.

(Sd.) N. C. MEHTA,  
President  
Kandla Stevedores' Association Limited,  
Kandla

Witnesses:

(Sd.) S. TILAK,  
Regional Director (Food), Bombay  
Camp: Kandla.  
(Sd.) V. K. GUPTA,  
Secretary  
Western Rly. Employees Union GTM.

### EXHIBIT 'C'

#### *Failure of Conciliation*

GOVERNMENT OF INDIA

MINISTRY OF LABOUR AND EMPLOYMENT

Office of the Asstt. Labour Commissioner (Central)  
14/Safal Kūnj Society, Khikhra, Mani Nagar, Ahmedabad-8

No.ADI/ID(57)/69

Dated 24th January, 1970.

To,

The Secretary to the Government of India (by name Shri C. Ramdas, Dy. Secretary),  
Ministry of Labour, Employment & Rehabilitation, (Department of Labour & Employment), New Delhi.

SUB:—I. D. over non-payment of D.A. increases allowed to the Stevedores' Workers at Kandla as per the recommendations of Central Wage Board for Port and Dock Workers.

Sir,

The General Secretary, Transport and Dock Workers' Union (HMS) represented on 10th June 1969 that the Kandla Stevedores' Association Kandla had not paid various increases in D.A. during the period from 13th September, 1967 to the date of raising the dispute to Stevedore workers engaged for handling vessels other than Food & Fertiliser and general cargo ships, 4th, 5th November and 19th January 1970.

2. The matter was discussed jointly and separately on 5th July, 1969 and 11th October, 1969.

3. Shri N. C. Mehta, President of the Kandla Stevedores' Association informed from time to time that the Association would settle the dispute by mutual negotiations. However, having observed that the dispute has not been settled and as the Transport and Dock Workers' Union was persistently demanding settlement of dispute in Conciliation, the matter was taken up in conciliation on 4th November, 1969, on which date the General Secretary, Kandla Stevedores and Dock Workers' Union (INIUC) handed over a representation to the effect that the stevedore workers, in respect of whom the Transport and Dock Workers' Union had raised the dispute, were members of his union and that the Transport and Dock Workers' Union had no membership among these workers. It was further stated that the matter was already under negotiation between his union and the Kandla Stevedores Association. He further stated that any proceeding without the participation of his union would be void. Accordingly, the Kandla Stevedores and Dock Workers' Union was also made a party to the dispute. The Conciliation Proceedings were fixed on 19th January, 1970 in the Office of the L.E.O. (C); Adipur, Shri

Ramakant Desai, General Secretary of the Transport and Dock Workers' Union appeared to represent the workmen on the said date. The Kandla Stevedores Association sought postponement of the case telegraphically as the President of the Kandla Stevedores Association was out of station, Shri A. K. Shah, General Secretary of the Kandla Stevedores and Dock Workers Union, delivered a telephonic message to the L.E.O.(C) Adipur to the effect that he was sick and as such he was unable to attend the Conciliation Proceedings on 19th January, 1970. He also conveyed that in case of any settlement, he would ratify the same. After having consulted Shri N. C. Mehta, President Kandla Stevedores' Association who by then had returned to the station at 16.30 hours on 19th January, 1970. Conciliation Proceedings were fixed on 20th January, 1970 at 12.00 hours in the Office of the L.E.O.(C) Adipur. Shri Mehta assured that he would attend the proceedings personally to resolve the dispute once for all. General Secretaries of both the Unions were informed over telephone to attend the said proceedings on 20th January, 1970.

5. The case of the Transport and Dock Workers' Union is that the Kandla Stevedores' Association has not granted the undermentioned D.A. increases to the concerned workers. He stated that the concerned stevedore workers were brought on the rolls of Kandla Stevedores' Association on 13th September, 1967.

The Dearness allowance upto 30th October, 1967 was of Rs. 1.43 P.

Thus from 13th September, 1967 to 30th October, 1967 the Kandla Stevedores' Association is required to pay the difference of Rs. 00.46P. per shift to the workers.

From 1st November, 1967 the D.A. increased by 00.23P. Thus from 1st November 1967 to 31st August, 1968 the D.A. was Rs. 1.66P. The difference (arrears) to Rs. 00.69P. per shift.

From 1st September, 1968 once again the D.A. increased by Rs. 00.23P. Thus from 1st September, 1968 to 31st May, 1969 the D.A. was Rs. 1.89. The difference (arrears) to Rs. 00.92P. per shift.

The D.A. has since again increased from 1st September, 1969 by 34P. due to change in method of calculation of D.A.

Increase in the dearness allowance have been effected as follows:—

	Rs. P.
From 1-2-67 . . . . .	00.23
From 1-6-67 . . . . .	00.23
From 1-11-67 . . . . .	00.23
From 1-9-68 . . . . .	00.23
From 1-6-69 . . . . .	00.79

Existing Total daily wage	Rs. P.
Minimum Wage . . . . .	3.16
Interim Relief . . . . .	0.50
Existing D.A. . . . .	1.89
Existing Total wages . . . . .	5.55 + 34 P.
	= 5.89

6. While concluding his statement Shri Ramakant Desai stated that due to the formation of Kandla Dock Labour Board many of the concerned workers have lost their jobs and they are undergoing serious financial hardships it is there necessary that they should get due arrears forthwith. He stated that the Association was likely to sign an agreement with the other Union which had no stake amongst the employees to spread over the arrears payment over a period of one year, which according to him was highly unfair and thus not binding on his Union. He further stated that from out of 450 workers involved in the dispute, 190 workers were absorbed under the Kandla Dock Labour Board with effect from 25th November, 1969 out of which more than 100 are members of his union and therefore he contended that he still has got substantial membership and has a substantial interest in the present dispute. He further contended that in on case his union would tolerate the non payment of due arrears beyond the end of June, 1970. According to him the amount of arrears on this count is to be the extent of 3/4th of a lakh and such a large sum should not be allowed to remain with the employer.

7. The matter having proceeded *ex parte* the Conciliation Proceedings ended in failure. The Union is prepared for voluntary adjudication for arbitration either

under Industrial Dispute Act or under Code of Discipline or any other mode of resolving the dispute.

Yours faithfully,

The statement of claim of both the Unions is submitted herewith.

M. G. WANARE,  
Asstt. Labour Commissioner (Central),  
Ahmedabad

EX. 3/E

ANNEXURE 'B'

**The Kandla Stevedores Association Limited**

No. KSA/DAD/365.

10. Cl. Agents Building,

New Kandla, 21st August, 1970

BEFORE SHRI WANI, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.  
2 BOMAY

REFERENCE No. (CGIT) 2/5 of 1970

BETWEEN

Employers in Relation to Kandla Stevedores' Association

AND

Their Workmen

In the matter of payment of arrears of Dearness Allowance arising out of increases granted in terms of Recommendations of Central Wage Board for Port and Dock Workers to Stevedore Workers employed by the Kandla Stevedores Association, on Ships other than that of food department and no General Cargo Ships. May it please the Honourable Tribunal.

Further to our No. KSA/DAD/307 of 17th August, 1970 we beg to file our reply to the statement of claims preferred by the Transport and Dock Workers Union.

1. The increases due as Interim relief and increased D.A. recommended by the Wage Board from time to time have been paid to the 450 workers represented by the Transport and Dock Workers Union as referred to in para 3 of their statement of claims.

2. The payment under dispute now relates to the casual workers employed by the Association due to increased work load. These workers were not affiliated to this Union which is proved by the fact that they opposed their employment and even resorted to strike for their non-employment. These facts are admitted by them in para 4 of their statement. Therefore they have no *locus standi* and cannot be a party to the dispute.

3. The real representative Union of these workers "The Kandla Dock Workers Union" has already filed the memorandum of settlement dated 6th June, 1970.

However without prejudice to the above contention we may add that the statement in para 11 of their claims mentioning the last increase of 00.79 from 1st June, 1969 is absolutely wrong and there has been no such increase and even the Kandla Dock Labour Board which started operating the Kandla Dock Workers (Regulation of employment) Scheme from 25th November, 1969 were not paying



such increase as is evident from the following break-up of Rs. 5.55 as the daily wage paid by them from 25th November, 1969 to the registered workers.

Basic Wage	3.16
I.R. & D.A.	2.39
	5.55

The item of Rs. 2.39 is made up as under :

First interim relief	00.30	per	day	from	1-2-67
2nd interim relief	00.15	"	"	"	1-8-66
Dearness Allowance	00.29	"	"	"	1-10-64
Additional Allowance	00.19	"	"	"	1-3-65
Additional D.A.	00.19	"	"	"	1-12-65
" " " "	00.35	"	"	"	1-10-66
" " " "	00.23	"	"	"	1-2-67
" " " "	00.23	"	"	"	1-6-67
" " " "	00.23	"	"	"	1-11-67
" " " "	00.23	"	"	"	1-9-68

2.39

The Association, therefore, prays that the Honourable Tribunal, may drop the Transport and Dock Workers Union as a party to the dispute; and as the concerned Union 'The Kandla Stevedores and Dock Workers Union' has already filed the memorandum of settlement, a settlement award be issued.

For Kandla Stevedores' Association Limited.

(Sd.)

Secretary.

EX-1/E

### Memorandum of Settlement

(Under Rule 58 of Industrial Disputes Act, 1947)

#### NAME OF PARTIES:

*Representing Employers*—Shri N. C. Mehta (President), Kandla Stevedores Association Limited, New Kandla.

*Representing Workmen*—Shri A. K. Shah (General Secretary), Kandla Stevedores & Dock Workers Union, New Kandla.

#### Short Recital of the Case

The dispute regarding payment of arrears of Dearness Allowance arising out of increases granted in terms of recommendations of Central Wage Board for Port and Dock Workers to the Stevedore Workers employed by Kandla Stevedores' Association Limited, on the ships other than that of Food Department and General Cargo Ships, with effect from 13th September, 1967, to 24th November, 1969 was referred by the Ministry of Labour Employment and Rehabilitation to the Industrial Tribunal-Cum-Labour Court No. 2, Bombay. The Extra-Ordinary General Meeting of the Kandla Stevedores' Association Limited called specially for the purpose of considering this issue decided to settle this dispute amicably to preserve industrial peace and good and harmonious relations with the stevedoring workers at the Kandla Port.

#### Terms of Settlement

It has been agreed that the payment of the arrears of dearness allowance due to the stevedoring workers engaged on the ships other than that of the Food Department shall be effected by the Association within a period of six months from the date of signing this settlement.

**Representing Employees.**

(Sd.)

General Secretary,

Kandla Stevedores & Dock Workers Union,

Kandla.

Dated, 6th June, 1970.

**Representing Employers.**

(Sd.)

President

Kandla Stevedores'

Association Limited.

EX-4/E

BEFORE SHRI WANI, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2.

REFERENCE No. CGIT/2/5 OF 1970

BETWEEN

Employers in relation to Kandla Stevedores Association

AND

Their Workmen

It is agreed that the rates which are not mentioned in the terms of Settlement dated 6th June, 1970 filed by this Association and Kandla Stevedores and Dock Workers Union, shall be the rates as recommended by the Central Wage Board of Port and Dock Workers.

There is no objection to the Award being passed accordingly.

Time of one year for payment of the said amount from today be granted to this Association.

(Sd.)

President.

Kandla Stevedores Association Ltd.

(Sd.)

Advocate of Association.

Dated, 30th January, 1971.

EX-5/W

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2.  
BOMBAY

IN REF. No. CGIT-2/5 OF 1970

BETWEEN

Employers in relation to Kandla Stevedores Association

AND

Their Workmen

May it please the Honourable Tribunal

It is agreed that the Kandla Stevedores Association shall pay the arrears arising out of the increases in the Dearness Allowance from 13th September, 1967 to 24th November, 1969 to the workers covered by this reference as per the interim and final recommendations of the Central Wage Board for Port and Dock Workers.

Bombay, dated 30th January, 1971.

(Sd.) RAMAKANT DESAI,

For Workmen.

[No. 78/1/70-P&D.]

ORDER

New Delhi, the 19th February 1971

**S.O. 981.**—Whereas the employers in relation to the Calcutta Port Commissioners, Calcutta and their workmen represented by the National Union of Waterfront Workers have jointly applied to the Central Government under sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947) for reference of an industrial dispute that exists between them to an Industrial Tribunal in respect of the matters set forth in the said application and reproduced in the Schedule hereto annexed;

And whereas, the Central Government is satisfied that the persons applying represent the majority of each party;

Now, therefore in exercise of the powers conferred by section 7A and sub-section (2) of section 10 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

"Whether the Commissioners for the Port of Calcutta have complied with the provisions contained in paragraph 27 under Issue No. VII 'Avenues of promotion for Class IV employees' of the Central Government Industrial Tribunal, Calcutta, in Reference No. 1 of 1956 published in the Gazette of India Extraordinary, Part II, Section 3, dated the January 30th, 1958 in the matter of holding test in 1967 for the formation of a panel of Jamadars?

If not, what relief are the workmen entitled to?"

[No. 72/25/70-P&D.]

AJIT CHANDRA, Under Secy.

आवेद

नई दिल्ली, 19 फरवरी, 1971

का० आ० 981.—यतः कलकत्ता पत्तन आयुक्त, कलकत्ता से सम्बन्ध नियोजकों और उनके कर्मकारों ने जिनका प्रतिनिधित्व नेशनल यूनियन ऑफ वाटरफ्रंट वर्क्स करती है, औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 10 की उपधारा (2) के अधीन संयुक्त रूप से केन्द्रीय सरकार को आवेदन दिया है कि वह उक्त आवेदन में उपवर्णित और इससे उपाय अनुसूची उद्धृत विषयों के बारे में उनके बीच विद्यमान औद्योगिक विवाद को किसी औद्योगिक अधिकरण को निर्देशित करे ;

और यतः केन्द्रीय सरकार का समाधान हो गया है कि आवेदन देने वाले व्यक्ति प्रत्येक पक्षकार की बहुसंख्या का प्रतिनिधित्व करते हैं ;

अतः अत्र, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7 क और धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा उक्त विवाद को न्यायनिर्णयन के लिए उक्त अधिनियम की धारा 7 क के अधीन गठित औद्योगिक अधिकरण, कलकत्ता को निर्देशित करती है ।

अनुसूची

"क्या कलकत्ता पत्तन के आयुक्तों ने भारत के राजपत्र, असाधारण भाग 2, खण्ड 3, तारीख 30 जनवरी, 1958 में प्रकाशित 1956 के निर्देश सं० 1 में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के विषयक सं० 7 'बर्ग 4 के कर्मचारियों के लिए प्रोन्नति के साधन' के अन्तर्गत पैरा 27 में अन्तर्विष्ट उपबन्धों का जमादारों का पैनल बनाने के लिए 1967 में परीक्षा आयोजित करने के विषय में अनुपालन किया है ? यदि नहीं तो कर्मकार किस अनुतोष के हकदार हैं ?"

[सं० 72/25/70/पी० एंड० डी०]

अजित चन्द्र, अवर सचिव ।

CENTRAL BOARD OF EXCISE AND CUSTOMS  
CUSTOMS

New Delhi, the 27th February 1971

S.O. 982.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 54 of the Customs Act, 1962 (52 of 1962) and of all other powers hereto

enabling, the Central Board of Excise and Customs hereby rescinds the notification of the Government of India in the late Central Board of Revenue No. 158-Customs, dated the 22nd December, 1956, as amended by the notification of the Government of India in the Central Board of Excise and Customs No. 94-Customs, dated the 31st May, 1969.

[No. 21/F. No. 2/1/69-LC.I].

केन्द्रीय उत्पाद शुल्क और सीमा शुल्क बोर्ड

सीमा शुल्क

नई दिल्ली, 27 फरवरी, 1971

एस० नो० 982.—सीमा-शुल्क अधिनियम, 1962 (1962 का 52) की धारा 54 की उपधारा (3) के खण्ड (क) द्वारा प्रदत्त शक्तियों का और इसके प्रति समर्थ बनाने वाली अन्य सभी शक्तियों का प्रयोग करते हुए केन्द्रीय उत्पाद-शुल्क और सीमा-शुल्क बोर्ड एतद्वारा भारत सरकार के भूतपूर्व केन्द्रीय राजस्व बोर्ड की, भारत सरकार के केन्द्रीय उत्पाद-शुल्क और सीमा-शुल्क बोर्ड की अधिसूचना संख्या 94-सीमा-शुल्क तारीख 31 मई, 1969 द्वारा यथा संशोधित, अधिसूचना सं० 158-सीमा-शुल्क, तारीख, 22 दिसम्बर, 1956 को विखण्डित करता है।

[सं० 21/फा० सं० 2/1/69/एल०सी० आई०]

S.O. 983.—In exercise of the powers conferred by section 9 of the Customs Act, 1962 (52 of 1962), the Central Board of Excise and Customs hereby declares Rajbandh, near Durgapur, in the state of West Bengal, to be a warehousing station.

[No. 22/71-Customs/F. No. 3/74/70-Cus. VII].

K. SANKARARAMAN, Under Secy.,

एस० नो० 983.—सीमाशुल्क अधिनियम, 1962 (1962 का 52) की धारा 9 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय उत्पाद-शुल्क और सीमा-शुल्क बोर्ड एतद्वारा पश्चिमी बंगाल राज्य में दुर्गापुर के समीप राजबन्ध को भाण्डागारण केन्द्र घोषित करता है।

[सं० 22/71 / सीमा-शुल्क/ फा० सं० 3/74/70-सीमा-शुल्क]

के० शंकरराम, अवर सचिव।